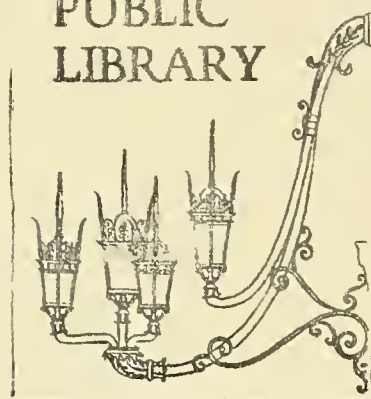


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GRANT MANOR

APPLICATION FOR APPROVAL OF PROJECT REHABILITATION PROGRAM;  
MINOR MODIFICATION OF URBAN RENEWAL PLAN DISPOSITION PARCEL 34  
SOUTH END URBAN RENEWAL PLAN;  
AND  
WAIVER OF LARGE PROJECT REVIEW UNDER SECTION 80 B-2  
OF THE BOSTON ZONING CODE

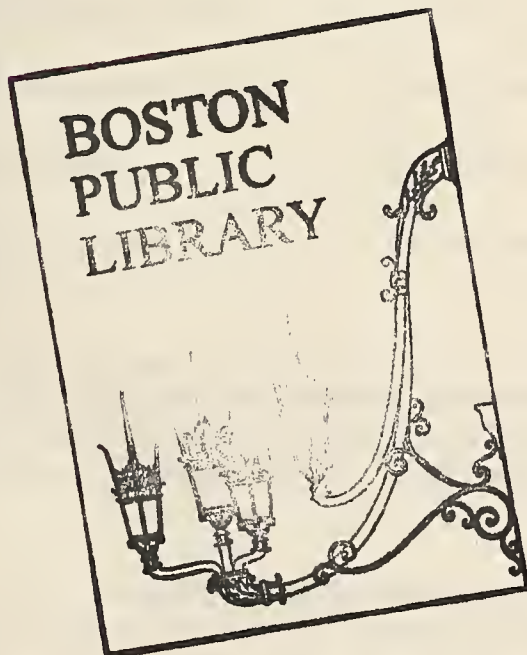
Submitted by:

U.S. Department of Housing and  
Urban Development

by:

Massachusetts Housing Finance Agency,  
its Interim Asset Manager

Date: November 6, 1997





The Massachusetts Housing Finance Agency (MHFA), as Interim Asset Manager for the U.S. Department of Housing and Urban Development (HUD), hereby applies to the Boston Redevelopment Authority (the "Authority"), on behalf of HUD, for approval of a proposed rehabilitation program (the "Rehabilitation Program") for Grant Manor Apartments (the "Project"), a project previously approved and developed under the provisions of the South End Urban Renewal Plan, as amended (the "Plan"). The Authority's approval of the Rehabilitation Program is required pursuant to the terms and conditions contained in a certain Land Disposition Agreement, dated December 18, 1970, by and between the Authority and Brightmoor Terrace, Inc., recorded with Suffolk Registry of Deeds at Book 8110, Page 525 (the "LDA"). The request includes a minor modification to the Plan with respect to the Parking Ratio established for Disposition Parcel 34 of the Plan, and waiver of large project review under Section 80B-2.5 of the Boston Zoning Code.

1. Project; Project Area. The Applicant represents as follows:

(a) Project. The Project is a 180 unit low and moderate income multifamily housing development located in the South End of Boston, Massachusetts. The Project, which is located on a single parcel bounded by Washington, East Lenox, Northampton, and Reed Streets, is comprised of seven (7) buildings (the "Project Properties") as follows:

<u>Address</u>	<u>Building Type</u>	<u>No. of Units</u>
1820-1850 Washington Street	7-story High-Rise	120 dwelling 3 commercial
101-410 East Lenox Street	4-story Mid-Rise	40 dwelling
80-90 Northampton Street	2-story Townhouses	6 dwelling
101-110 Northampton Street	2-story Townhouses	6 dwelling
5-15 Reed Street	2-story Townhouses	4 dwelling
21-27 Reed Street	2-story Townhouses	4 dwelling

(b) Project Area. The Project Area consists of the land and improvements thereon in Boston, Suffolk County, Massachusetts, bounded and described as set forth in **Exhibit A** annexed hereto. The Project Area, which is a single parcel formerly known as Disposition Parcel 34, is Assessor Parcel No. 08-01675-000. A site plan of the Project Area is annexed hereto as **Exhibit B**.

(c) Original Project Development. On December 17, 1970, the Authority by vote adopted a "Resolution of the Boston Redevelopment Authority re Final Designation of Redeveloper and Proposed Disposition of Parcel 34 in the South End Urban Renewal Area,



Project No. Mass. R-56," in which the Authority approved the final designation of Brightmoor Terrace, Inc. as Redeveloper. Disposition Parcel No. 34 was thereafter conveyed by Deed from the Authority to Brightmoor Terrace, Inc., subject to restrictive covenants found in the Deed and the LDA.

On December 15, 1972, the Authority executed a Certificate of Completion for the Project in accordance with the procedures set forth in Section 304 of the LDA, certifying that construction of the improvements on Disposition Parcel 34 had been completed in compliance with all of the terms and conditions of the Deed and LDA.

(d) Project Agreements. The "Project Agreements" include the LDA and Deed. HUD as successor in interest to Brightmoor Terrace, Inc., is subject to the Project Agreements to the extent applicable.

2. HUD and MHFA Actions. The Applicant further represents as follows:

(a) Foreclosure. On March 27, 1974, a mortgage from Brightmoor Terrace, Inc. to MHFA dated December 18, 1970 (the "Mortgage"), which was insured by HUD under Section 236 of the Housing Act of 1937, as amended, was assigned to the U.S. Secretary of Housing and Urban Development following default by Brightmoor Terrace, Inc. On July 17, 1991, HUD foreclosed on the Mortgage to Brightmoor Terrace, Inc. in accordance with applicable laws and, on that same day, conveyed title to the Project Properties by foreclosure deed (the "HUD Foreclosure Deed" annexed hereto as **Exhibit C**) to the U. S. Secretary of Housing and Urban Development. The HUD Foreclosure Deed was recorded in the Suffolk Registry of Deeds at Book 16994, Page 103.

(b) HUD-MHFA Demonstration Disposition Program. Under an agreement with HUD dated April 11, 1994, as amended (the "HUD-MHFA Agreement"), MHFA assumed responsibility for interim asset management, rehabilitation and disposition of eleven (11) HUD-owned housing developments (the "Developments") in the South End, Roxbury and Dorchester neighborhoods of Boston, including the Project. A list of the Developments is annexed hereto as **Exhibit D**. The agreement between HUD and MHFA is part of a nationwide initiative known as the Demonstration Disposition Program (the "Demonstration Program") designed to rehabilitate and sell HUD-foreclosed property to resident-centered organizations. Specifically, the goals of the Demonstration Program (the "Program Goals") include:

- (i) Effective disposition and rehabilitation of HUD-owned developments in Massachusetts;
- (ii) Development of initiatives that empower residents by maximizing resident participation in decision making and opportunities for ownership of the Developments;



- (iii) Long-term preservation of affordable rental housing;
- (iv) Creation of economic opportunity for businesses and residents in the demonstration disposition community; and
- (v) Remedying discrimination against minority business enterprises.

Funding for the Program in Massachusetts includes authorization of \$220 million for rehabilitation work to the Developments. HUD has also executed contracts with the MHFA to provide fifteen (15) years of project-based Section 8 housing subsidy to each of the Developments.

(c) Grant Manor Tenants Association. In December 1989, the residents of the Project organized the Grant Manor Tenants Association ("GMTA") as a non-profit corporation under Chapter 180 of the General Laws. Pursuant to a Draft Disposition Plan submitted to HUD on August 29, 1995, the Project is scheduled to be transferred to GMTA, either as sole owner or co-owner, or to an owner selected by GMTA, upon completion of the Rehabilitation Program on or about January 2000. GMTA has already participated in a variety of matters affecting the Project under the Demonstration Program, including the selection of a new management agent, security service, and relocation contractor. As noted below, GMTA has also participated in the completion of a Comprehensive Repair Plan for the Project, and the review and approval of plans and specifications for the proposed rehabilitation work.

### 3. Proposed Rehabilitation Program.

- (a) Selection of Architect; Development of a Comprehensive Repair Plan. In September 1994, MHFA selected The Architects Forum, Inc. (the "MHFA Architect") as Project architect. The MHFA Architect's scope of work included a survey of the Project and, based on its findings, preparation of a Comprehensive Repair Plan for the Project.

The Comprehensive Repair Plan was completed in the spring of 1995. It revealed that the Project Properties are deteriorating, damaged, and do not meet various code requirements. GMTA's consulting architect, Domenech, Hicks & Krockmalnic, Inc., reviewed the Comprehensive Repair Plan and, together with the MHFA Architect, developed a course of action which was subsequently approved by GMTA, MHFA and HUD.

- (b) Plans and Specifications for Rehabilitation Program. Pursuant to the course of action developed, the MHFA Architect has prepared plans and specifications for rehabilitation work (See List of Plans and Specification, annexed hereto as **Exhibit E** (the "Rehabilitation Program")). Work under the Rehabilitation Program includes the following:



- (1) New mechanical and electrical service;
- (2) New roofing;
- (3) Door and window replacement;
- (4) Modernization of kitchens and bathrooms;
- (5) Facade Treatment;
- (6) Elevator replacement (High-Rise and Mid-Rise only);
- (7) Unit reconfiguration, with addition of accessible units to meet ADA and Architectural Access Board requirements (High-Rise and Mid-Rise only);
- (8) New landscaping, including new playground and revised parking lot with handicapped-accessible parking spaces;
- (9) Hazardous materials abatement; and
- (10) Sprinkler system upgrade.

- (c) Unit Reconfiguration. The proposed rehabilitation work also includes reconfiguration of units to allow (a) the addition of accessible units, and (b) an increased number of three (3) bedroom units to meet the needs of the existing tenant population. A comparison of the existing and proposed configurations are as follows:

	Existing	Proposed
1-BR:	64	62
2-BR:	77	73
3-BR:	19	32
4-BR:	<u>20</u>	<u>12</u>
TOTAL:	180	179
COMM'L	3	3



- (d) Construction Schedule. Work under the Rehabilitation Program is scheduled to commence on or about January 1, 1998, and will be completed in two (2) "Groups" or phases. Work under Group I, which includes construction at 101-410 East Lenox Street, 80-90 Northampton Street, 101-110 Northampton Street, 5-15 Reed Street, and 21-27 Reed Street, is expected to be completed in approximately ten (10) months. Work under Group II, which includes construction at 1820-1850 Washington Street, is projected to be completed in approximately twelve (12) months. The entire Rehabilitation Program, including relocation, will be completed in approximately twenty four (24) months.
- (e) Resident Organization Approval. GMTA, acting upon the advice of its consulting architect, Domenech Hicks & Krockmalnic, Inc., has approved the plans and specifications for the Rehabilitation Program. A letter from GMTA indicating its support for the Rehabilitation Program is annexed hereto as **Exhibit F**.
- (f) Zoning Relief Required. The Rehabilitation Program includes new landscaping and a revised on-site parking area. The reconfiguration of the parking area, which is required to add accessible parking spaces and improve the site plan, will reduce on-site parking spaces from 74 to 60, lowering the parking ratio from 0.41 to 0.34 spaces per unit.

On May 7, 1970, the Authority modified the Plan and reclassified the zone for the Project Area as an Urban Renew Subdistrict or "U-Zone." Under this classification, the Authority reduced the parking ratio from one parking space per unit to 0.7 parking spaces per unit.

To the best of the Applicant's knowledge and belief, the Project has had the same number of on-site parking spaces (74 or .41 spaces per dwelling unit) since completion of the Project. The certification of completion issued by the Authority on December 15, 1972 indicates that the Project was completed in compliance with all of the terms and conditions of the LDA and Deed.

Based on discussions with the residents, existing parking for the development, which includes use of off-site parking on Reed Street, is adequate. A reduction of parking spaces is necessary to provide the handicapped parking spaces required by law, and to accommodate other improvements, including (i) reconfiguration of the fire lane behind the high-rise to improve access by emergency vehicles, (ii) location of a new electrical transformer and emergency generator for the high-rise building; (iii) location of an additional trash removal area for the Project; and (iv) new and attractive landscaping behind the High-Rise building.

The remainder of work under the Rehabilitation Program will be within the existing building footprint and requires no zoning relief.



4. Relocation of Residents. The residents will be temporarily relocated in phases to on- and off-site units in accordance with (a) a Relocation Plan developed by Cruz Management Company, Inc. on behalf of MHFA and approved by GMTA, and (b) the HUD-MHFA Demonstration Disposition Program Relocation/Rehousing Policy. See **Exhibits G and H** attached hereto. All existing residents in good standing are guaranteed the right to return to the Project upon completion of the Rehabilitation Program. As of the date of this Application, Phase I of the Relocation Plan has been successfully completed.

5. Financial Information.

a. Method of Financing Project. The construction budget for the Rehabilitation Work is approximately \$20.7 million, of which \$2.4 million has been allocated for demolition and hazardous waste abatement. The Rehabilitation Program will be financed by a combination of insurance proceeds from the Federal Housing Administration's insurance fund (\$17.0 million) and proceeds from the syndication of Low-Income Housing Tax Credits (\$3.7 million).

b. No Outstanding Municipal Obligations. The Applicant is not aware of any outstanding municipal obligations for any property in the Project Area.

6. Non-discrimination. The Applicant will not discriminate against any employee or applicant for employment on the basis of race, color, religious creed, national origin, sex, sexual orientation, or ancestry in connection with the Rehabilitation Program.

7. Affirmative Action and Jobs Preferences for Boston Residents. Under the Demonstration Program's goal to provide economic and equal opportunity to the Demonstration Disposition Community, MHFA and HUD have established or required the establishment of goals for (a) utilization of minority and woman business enterprises; (b) employment of minorities and women; and (c) employment of local area (or "Linkage Area") residents. A description of the economic and equal opportunity goals, and the job and economic benefits which will accrue to Boston Residents, is attached hereto as Exhibit I.

The Demonstration Program's contracting goals for minority and women business enterprises are thirty percent (30%) and ten percent (10%), respectively. The goals established by the Demonstration Program for minority and women hiring are thirty percent (30%) and fifteen percent (15%), respectively. These goals were developed in collaboration with HUD, after review by the U.S. Department of Justice, to meet the unique circumstances of the Demonstration Program and account for the findings required by recent affirmative action court decisions.

The goal to be established for employment of residents from the Linkage Area (i.e. property addresses within the following Boston Zip Codes: 02115, 02116, 02118, 02119, 02120, 02122, 02124, 02125, 02126, and 02130) will be determined as part of the competitive bid process, with points awarded to bidders based on their proposed hiring of Linkage Area residents,



along with other criteria. In other words, the greater a bidder's commitment to the employment of Linkage Area residents, the higher the score.

The Applicant requests that the above economic and equal opportunity goals be adopted for the Rehabilitation Program in lieu of the Boston Residents Construction Employment Standards (the "Job Standards") and Minority and Women Business Enterprise Requirements normally applied as a matter of policy to LDA amendments because the goals established as part of the Demonstration Program meet or exceed the aforementioned requirements normally applied by the Authority. With respect to the City of Boston resident hiring goals, the Linkage Area resident hiring goals proposed in bids for the Rehabilitation Program received October 21, 1997, averaged thirty percent (30%). Based on these percentages, which do not include a bidder's employment of Boston residents living outside the Linkage Area, and the fact that the standard of compliance for the above goals will be "best efforts" and will carry damages for non-compliance, the Applicant believes that it will meet or exceed the degree of compliance obtained for resident hiring under the Job Standards. Requiring adoption of the Job Standards for the Rehabilitation Program work unnecessarily imposes additional goals and monitoring requirements, while diluting the economic and affirmative action emphasis of the Demonstration Program.

The Applicant will monitor the work under the Rehabilitation Program to ensure that the general contractor and subcontractors are using best efforts to achieve the goals set forth above.

8. Waiver of Large Project Review Under Section 80B-2.5 of the Boston Zoning Code. Pursuant to Section 80B-2.5 of the Boston Zoning Code, the Applicant hereby requests a waiver by the Authority of the requirements of a large project review. Article 80, Section B-2.5 allows the BRA to waive the requirements of large project review for certain proposed projects that rehabilitate or construct affordable housing units. Because the Rehabilitation Program is subject to review by the Authority pursuant to the LDA, it complies with Article 80 requirements for a waiver of large project review as stipulated in Section B-2.5a. The Rehabilitation Program complies with the requirements of Section B-2.5b for large project review waiver because the Rehabilitation Program will not have adverse impacts outside the Project boundaries.

9. Notices; Communications. All notices or other communications from the Authority or its staff concerning this Application shall be forwarded to the Applicant as follows:



Massachusetts Housing Finance Agency,  
as Interim Asset Manager for the  
U. S. Department of Housing and Urban Development  
One Beacon Street  
Boston, Massachusetts 02108-3110  
Attn: Wendy E. Warring  
General Counsel

Tel.: (617) 854-1875  
FAX: (617) 854-1029

with a copy to:

Grant Manor Tenants Organization  
c/o Kirk Jackson, Esquire  
Parker, Jean & Jackson  
c/o Jackson & Jean  
14 Crawford House  
Freedom House  
Boston, Massachusetts 02121

10. Supplementary Materials. The Applicant agrees that, upon the request of, and notice from, the Authority staff, it will provide such additional information in connection with the proposed rehabilitation work as may reasonably be requested. Such information may be considered "Supplementary Material" to be incorporated as part of this Application.

11. List of Exhibits.

- A. Metes and Bounds Description of Property Area
- B. Site Plan of Project Area
- C. HUD Foreclosure Deed
- D. HUD-MHFA Demonstration Disposition Program Developments
- E. List of Plans and Specifications dated September 18, 1997
- F. Letter of Approval and Support of the Grant Manor Tenants Association
- G. Relocation Plan and Approval by GMTA



- H. HUD-MHFA Demonstration Disposition Program  
Relocation/Rehousing Policy and Relocation/Rehousing Agreement
- I. Economic Development Contribution

Executed this 6th day of November, 1997.

U.S. Department of Housing and  
Urban Development,

By: Massachusetts Housing Finance Agency, Its Interim  
Asset Manager.

By: Wendy E. Warring  
Wendy E. Warring  
Its: General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 6, 1997

Then personally appeared the above-named Wendy E. Warring, General Counsel of the Massachusetts Housing Finance Agency, and she acknowledged to foregoing instrument to be her free act and deed and the free act and deed of said Agency, acting in its capacity as Interim Asset Manager for the U.S. Department of Housing and Urban Development.

Before me,

Loretta M. Spinale  
Notary Public  
My Commission Expires: 9/25/03







**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF PROPERTY AREA**



Beginning at a point on the Southwesterly side line of Northampton Street, said point being  $N42^{\circ}-15'-15''W$  two hundred fifty-five and ten hundredths (255.10) feet from the point of intersection of said Southwesterly side line of Northampton Street and the Northwesterly side line of Harrison Avenue, said beginning point also being the Northwesterly corner of land (Parcel 34A) now or formerly of the Boston Redevelopment Authority;

Thence running  $S48^{\circ}-03'-00''W$  by land (Parcel 34A) now or formerly of said Boston redevelopment Authority one hundred twenty and no hundredths (120.00) feet to a point;

Thence turning and running  $S41^{\circ}-57'-00''E$  eighteen and fifty-five hundredths (18.55) feet to a point;

Thence turning and running  $S34^{\circ}-49'-32''W$  ten and seventy-one hundredths (10.71) feet to a point;

Thence turning and running  $S48^{\circ}-03'-00''W$  still by land (Parcel 34A) now or formerly of said Boston Redevelopment Authority, two hundred eighty and ninety-two hundredths (280.92) feet to a point on the Northeasterly side line of East Lenox Street, said point also being the Southwesterly corner of land (Parcel 34A) now or formerly of said Boston Redevelopment Authority;

Thence turning and running  $N41^{\circ}-20'-11''W$  on said Northeasterly side line of East Lenox Street, and on the Proposed Northeasterly side line of East Lenox Street three hundred eighty-six and ninety-eight hundredths (386.96) feet to a point of curvature;

Thence running on a curve to the right of sixteen and no hundredths (16.00) feet radius joining said Proposed Northeasterly side line of East Lenox Street and the Southeasterly side line of Washington Street twenty-three and thirty hundredths (23.30) feet to a point of tangency;

Thence running  $N42^{\circ}-07'-05''E$  on said Southeasterly side line of Washington Street three hundred seventy-two and five hundredths (372.05) feet to a point;

Thence turning and running  $N44^{\circ}-31'-25''E$  still on said Southeasterly side line of Washington Street twenty and sixty hundredths (20.60) feet to a point, said point being the point of intersection of said Southeasterly side line of Washington Street and the Southwesterly side line of Northampton Street;

Thence running  $S42^{\circ}-15'-15''E$  on said Southwesterly side line of Northampton Street four hundred twenty-one and forty-three hundredths (421.43) feet to the point of beginning.

Containing a total area of one hundred sixty-nine thousand seven hundred thirty-two (169,732) square feet, more or less, and containing as a part thereof certain parcels of registered land, Suffolk County Registry District, Land Registration Division, as follows:

*(Signature)*



LD  
PK  
Suffolk Land Registration Office as Plan No. 21650-B, and being all of the land shown on Certificates of Title No. 80065, No. 79194, and No. 81210.

1. All of the land shown and described as Lot 1 on a Plan filed in the Suffolk Land Registration Office as Plan No. 11068B, being all of the land shown on Certificate of Title No. 81209, and a portion of the land shown on Certificate of Title No. 79290.

All being shown on a plan entitled "Delivery Parcel Plan, parcels 34, 34A and 34B, South End Urban Renewal Area, Project Mass. R-56" by Charles A. Maguire and Associates, Boston, Mass. dated December, 1970.

Said parcel 34 is subject to an easement, shown on said Plan as "EASEMENT FOR PUBLIC RIGHT-OF-WAY", reserved by the Boston Redevelopment Authority for itself, its successors and assigns for the purpose of laying out and maintaining a public way, being bounded and described as follows:

Beginning at the point of intersection of the Southeasterly side line of Washington Street and the Southwesterly side line of Northampton Street and running on the following courses and distances:

On the Southwesterly side line of Northampton Street S42'-15"-15"E ten and fifty-eight hundredths (10.58) feet to a point; by land (Parcel 34) now or formerly of the Boston Redevelopment Authority on a curve to the left of ten and no hundredths (10.00) feet radius sixteen and twenty-seven hundredths (16.27) feet to a point on the Southeasterly side line of Washington Street; on said Southeasterly side line of Washington Street N44'-31'-25"E ten and fifty-eight hundredths (10.58) feet to the point of beginning; containing an area of twenty-four (24) square feet, more or less, and consisting of a portion of the registered land, Suffolk County Registry District, Land Registration Division, shown on Certificate of Title no. 79807.

Said Parcel 34 has the benefit of an easement shown on said Plan as "EASEMENT "A" - TEMPORARY EASEMENT FOR ACCESS TO OWNERS OF PARCEL 34", granted to Brightmoor Terrace, Inc., its successors and assigns for the purpose of pedestrian and vehicular access to and from said parcel 34 until such time as said easement area shall be laid out as a public way by the City of Boston acting in accordance with the provisions of the South End Urban Renewal Plan, as amended, said easement area being bounded and described as follows:

Beginning at the point of intersection of the present Southeasterly side line of East Lenox Street and the present Southeasterly side line of Washington Street and running on the following courses and distances:

On said Southeasterly side line of Washington Street N42'-07'-03"E thirty six and ninety-nine hundredths (36.99) feet to a point; by land (Parcel 34) now or formerly of the Boston Redevelopment Authority on a curve to the left of sixteen and no hundredths (16.00) feet radius twenty-three and thirty hundredths (23.30) feet to a point; still by land (Parcel 34) now or formerly

(63)



of said Boston Redevelopment Authority one hundred eighty-three and forty-six hundredths (183.46) feet to a point on the Northeasterly side line of East Lenox Street; on said Northeasterly side line of East Lenox Street N47'-55'-55"W one hundred ninety-six and forty-four hundredths (196.44) feet to the point of beginning; containing an area of two thousand two hundred seventy-three (2,273) square feet, more or less.

Meaning and intending to convey and hereby conveying all that land shown as Parcel 34 on said plan by Charles A. Maguire and Associates, containing a total area of one hundred sixty-nine thousand seven hundred thirty-two (169,732) square feet, more or less, inclusive of the area shown on said plan by Charles A. Maguire and Associates as "Easement for Public Right-Of-Way", containing an area of twenty-four (24) square feet, more or less; and also meaning and intending to convey and hereby conveying an easement shown on said plan by Charles A. Maguire and Associates as "Easement "A" - Temporary Easement for Access to Owners of Parcel 34", containing an area of two thousand two hundred seventy-three (2,273) square feet, more or less.

METES AND BOUNDS DESCRIPTION  
PARCEL 34A

Said Parcel 34 has the benefit of an easement, shown on said Plan as "Parcel 34A", granted to Brightmoor Terrace, Inc., its successors and assigns for the purpose of pedestrian and vehicular access to and from Parcel 34, and for the purpose of storage of construction material and equipment until such time as Parcel 34A shall be laid out as a public way by the City of Boston acting in accordance with the provisions of the South End Urban Renewal Plan, as amended. Said Parcel 34A easement area is bounded and described as follows:

Beginning at a point on the Southwesterly side line of Northampton Street, said point being N42'-15'-15"W two hundred fifty-five and ten hundredths (255.10) feet from the point of intersection of said Southwesterly side line of Northampton Street and the Northwesterly side line of Harrison Avenue, said beginning point also being the Easterly corner of land (Parcel 34) now or formerly of the Boston Redevelopment Authority;

Thence running S48'-03'-00"W by land (Parcel 34) now or formerly of said Boston Redevelopment Authority one hundred twenty and no hundredths (120.00) feet to a point;

Thence turning and running S41'-57'-00"E eighteen and fifty-five hundredths (18.55) feet to a point;

Thence turning and running S34'-49'-32"W ten and seventy-one hundredths (10.71) feet to a point;



16994 111

Thence turning and running S42°-03'-00"W still by land (Parcel 34) now or formerly of said Boston Redevelopment Authority two hundred eighty and ninety-two hundredths (280.92) feet to a point on the Northeasterly side line of East Lenox Street, said point also being the Southerly corner of land (Parcel 34) now or formerly of said Boston Redevelopment Authority;

Thence turning and running S41°-20'-11"E on said Northeasterly side line of East Lenox Street twenty-one and no hundredths (21.00) feet to a point, said point being the point of intersection of said Northeasterly side line of East Lenox Street and the Northwestern side line of Reed Street;

Thence turning and running N48°-03'-00"E on said Northwestern side line of Reed Street four hundred eleven and eighty hundredths (411.80) feet to a point, said point being the point of intersection of said Northwestern side line of Reed Street and the Southwesterly side line of Northampton Street;

Thence turning and running N42°-15'-15"W on said Southwesterly side line of Northampton Street forty-two and no hundredths (42.00) feet to the point of beginning.

Containing an area of eleven thousand one hundred seventy-eight (11,178) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels 34, 34A and 34B, South End Urban Renewal Area, Project Mass. R-56" by Charles A. Maguire and Associates, Boston, Mass., dated November, 1970.

Meaning and intending to convey, and hereby conveying an easement as described above, over all--that land shown as Parcel 34A on said plan by Charles A. Maguire and Associates containing an area of eleven thousand, one hundred seventy-eight (11,178) square feet, more or less, and containing as a portion thereof a certain parcel of registered land, Suffolk County Registry District, Land Registration Division, as follows:

A portion of land described on certificate of title No. 79290, being that parcel of land shown and described as lot 2 on a plan filed in the Suffolk Land Registration Office as Plan No. 11066B.

65







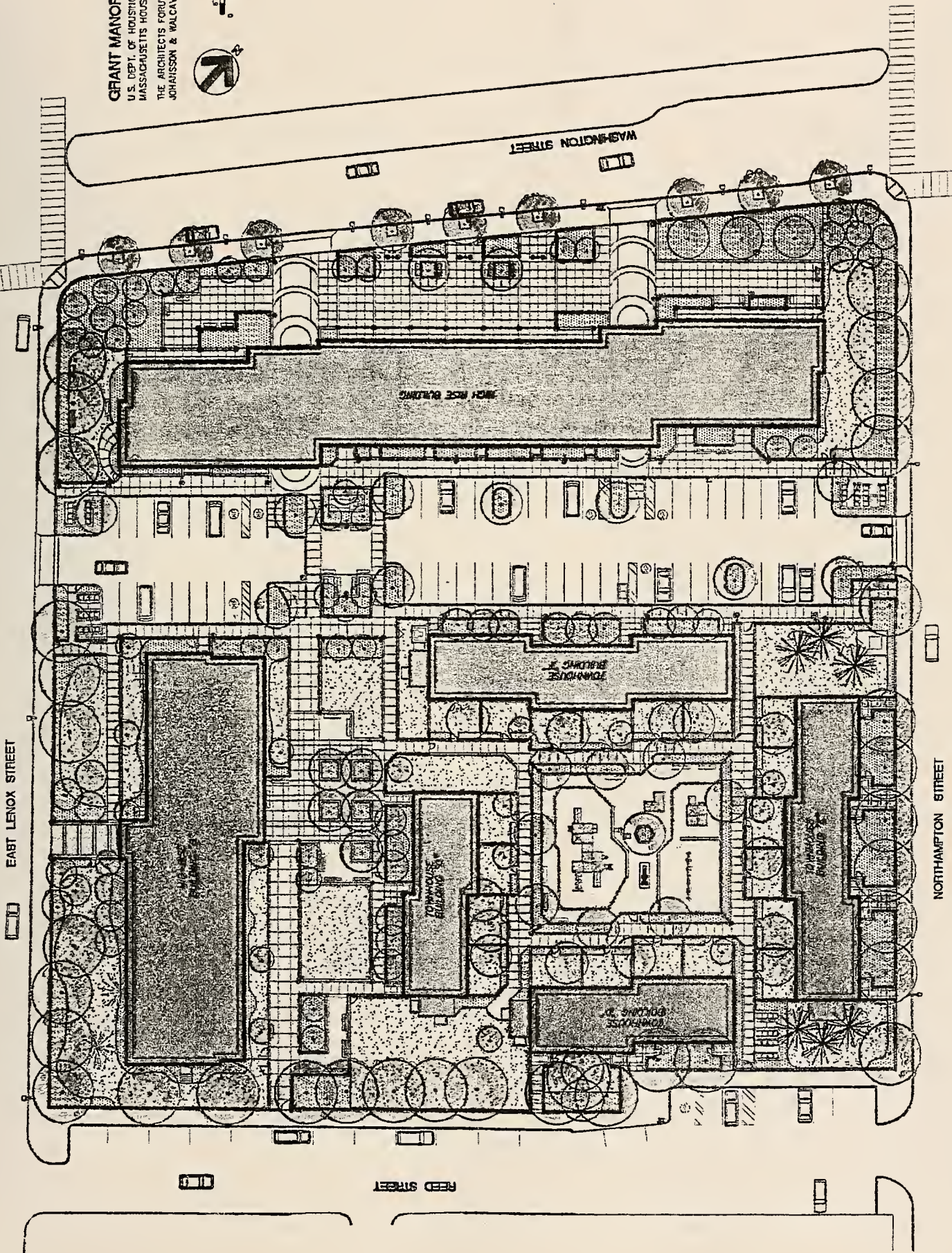
**EXHIBIT B**

**SITE PLAN OF PROJECT AREA**



**GRANT MANOR HOUSING**

U.S. DEPT. OF HOUSING & URBAN DEVELOPMENT  
MASSACHUSETTS HOUSING FINANCE AGENCY  
THE ARCHITECTS FORUM, INC.  
JOHANSSON & WALCAVACE, LANDSCAPE ARCHITECTS









**EXHIBIT C**

**HUD FORECLOSURE DEED**

7



REGISTERED LAND

Deed

REGISTERED LAND

This indenture made this 19th day of July, 1991.

38

WHEREAS, on December 18, 1970, a certain Mortgage was executed by Brightmoor Terrace, Inc. as mortgagor, in favor of Massachusetts Housing Finance Agency as mortgagee and was recorded on December 23, 1970, in Book 8410, Page 640, ~~has~~

~~Instrument number~~ XXXXXXXXXXXXXXXXXXXXXXX in the Office of the Registry of Deeds, Suffolk County, Massachusetts, and filed with the Suffolk County Registry District of the Land Court ~~xxx~~ as Document No. 301119;

~~County, XXXXXXXXXXXXXXXXXXXXXXXXX~~; and

WHEREAS, on March 27, 1974, the Mortgage was assigned to the United States Secretary of Housing and Urban Development (the Secretary); and By Doc. No 318703;

WHEREAS, by virtue of a default in the covenants and conditions of the Mortgage the Secretary designated me as foreclosure commissioner to conduct a nonjudicial foreclosure of the Mortgage under the provisions of the Multifamily Mortgage Foreclosure Act of 1981 (the Act) 12 U.S.C. 3701 et seq.; and . . .

WHEREAS, a Notice of Default and Foreclosure Sale was sent by certified or registered mail (1) on June 25, 1991, to Grant Manor Apartments, Ltd., a limited partnership and Brightmoor Terrace, Inc., the owner of the property secured by the mortgage as shown by the public record on June 10, 1991 (2) on June 25, 1991, to Brightmoor Terrace, Inc., the parties shown on the public record as of June 25, 1991 to be liable for part or all of the mortgage debt, and (3) on



June 25, 1991, to Boston Gas Company; and George Burgan d/b/a Burgan Variety and G&H Contractors, Inc. the parties who as of June 24, 1991, had a lien on the property secured by the Mortgage; and

WHEREAS, a copy of the Notice of Default and Foreclosure sale was published in the Boston Herald on June 27, 1991, and July 1, 1991; and July 8, 1991 and July 12, 1991; and

WHEREAS, a copy of the Notice of Default and Foreclosure Sale was posted in a prominent place at see addresses attached hereto as Exhibit B on July 2, 1991; and

WHEREAS, pursuant to the Notice of Default and Foreclosure Sale and to the Act, a foreclosure sale was held on July 17, 1991, at which United States Secretary of Housing and Urban Development submitted the highest bid in the amount of \$11,747,867.00; and

WHEREAS, the following costs were incurred in conducting the foreclosure sale:

- a. \$ 7,831.00 for advertising and postage expenses incurred in mailing, and publishing the Notice of Default and Foreclosure Sale.
- b. \$ 335.00 for mileage expenses incurred in posting the Notice of Default and Foreclosure Sale, and for the commissioner's attendance at the foreclosure sale.



- c. \$ 200.00 for reasonable and necessary costs incurred for title and lien record searches.
- d. \$ 40.00 for the commissioner's necessary out-of-pocket expenses incurred for recording documents.
- e. \$ 2,500.00 as commission to the foreclosure commissioner.
- f. \$ 170.00 for miscellaneous expenses

NOW THEREFORE, for one dollar and other good and valuable considerations, the undersigned hereby grants, bargains, sells, and conveys to United States Secretary of Housing and Urban Development, the following described property located in City of Boston, Suffolk County, Mass. : See Exhibit A attached hereto.

The grantor hereby conveys to the grantee all right, title and interest in the above property held by the grantor herein, the Secretary, the mortgagor or any other party claiming by, through, or under them on the date the Mortgage referred to above was recorded and any interest acquired by any of them until the date of the foreclosure sale.



~~The covenants contained in the attached Use Agreement are incorporated into this Deed and shall be enforceable by the parties thereto as covenants running with the land.~~

*[Signature]*

Foreclosure Commissioner  
[Address] Stephen M. Adelson  
Adelson, Golden & Loria, P.C.  
Sears Crescent Building  
100 City Hall Plaza  
Boston, MA 02108

[Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

July 19 , 1991

Then personally appeared the above-named Stephen M. Adelson and acknowledged the foregoing to be his free act and deed, before me,

*Francis G. Walcott*

Notary Public

My Commission expires: 9/26/91

*August 13, 1991*  
*Approved for Registration*  
*John E. O'Connell*  
*Chief Justice*



REGISTERED LAND

16994 107

477922

REGISTERED LAND

AFFIDAVIT IN COMPLIANCE WITH THE  
ACTS OF 1991, CHAPTER 138 SEC. 284

I, Stephen M. Adelman Foreclosure Commissioner, am the record holder of the mortgage deed being foreclosed or am a duly authorized officer thereof, and hereby certify that the foreclosure deed recorded herewith concerning mortgage recorded in Suffolk County Registry of Deeds in Book 8410 Page 640 and ~~is~~ Registered as Document 301119, is in compliance with the ACTS OF 1991, CHAPTER 138 SEC. 284, and is accompanied by certified copies of any and all notes secured by a mortgage on said real estate.

Signed and sealed this 5th day of August, 1991 under the pains and penalties of perjury.

Stephen M. Adelman Foreclosure Commissioner of the Dept of H. U. D.  
Authorized Officer Mortgage Record Holder

(E)



Beginning at a point on the Southwesterly side line of Northampton Street, said point being N42°-15'-15"W two hundred fifty-five and ten hundredths (255.10) feet from the point of intersection of said Southwesterly side line of Northampton Street and the Northwesterly side line of Harrison Avenue, said beginning point also being the Northwesterly corner of land (Parcel 34A) now or formerly of the Boston Redevelopment Authority;

Thence running S48°-03'-00"W by land (Parcel 34A) now or formerly of said Boston redevelopment Authority one hundred twenty and no hundredths (120.00) feet to a point;

Thence turning and running S41°-57'-00"E eighteen and fifty-five hundredths (18.55) feet to a point;

Thence turning and running S34°-49'-32"W ten and seventy-one hundredths (10.71) feet to a point;

Thence turning and running S48°-03'-00"W still by land (Parcel 34A) now or formerly of said Boston Redevelopment Authority, two hundred eighty and ninety-two hundredths (280.92) feet to a point on the Northeasterly side line of East Lenox Street, said point also being the Southwesterly corner of land (Parcel 34A) now or formerly of said Boston Redevelopment Authority;

Thence turning and running N41°-20'-11"W on said Northeasterly side line of East Lenox Street, and on the Proposed Northeasterly side line of East Lenox Street three hundred eighty-six and ninety-eight hundredths (386.96) feet to a point of curvature;

Thence running on a curve to the right of sixteen and no hundredths (16.00) feet radius joining said Proposed Northeasterly side line of East Lenox Street and the Southeasterly side line of Washington Street twenty-three and thirty hundredths (23.30) feet to a point of tangency;

Thence running N42°-07'-05"E on said Southeasterly side line of Washington Street three hundred seventy-two and five hundredths (372.05) feet to a point;

Thence turning and running N44°-31'-25"E still on said Southeasterly side line of Washington Street twenty and sixty hundredths (20.60) feet to a point, said point being the point of intersection of said Southeasterly side line of Washington Street and the Southwesterly side line of Northampton Street;

Thence running S42°-15'-15"E on said Southwesterly side line of Northampton Street four hundred twenty-one and forty-three hundredths (421.43) feet to the point of beginning.

Containing a total area of one hundred sixty-nine thousand seven hundred thirty-two (169,732) square feet, more or less, and containing as a part thereof certain parcels of registered land, Suffolk County Registry District, Land Registration Division, as follows:

662



LD  
R.K. 1  
Suffolk Land Registration-Office as Plan No. 21650-B, and being all of the land shown on Certificates of Title No. 80065, No. 79194, and No. 81210.

3. All of the land shown and described as Lot 1 on a Plan filed in the Suffolk Land Registration Office as Plan No. 11068B, being all of the land shown on Certificate of Title No. 81209, and a portion of the land shown on Certificate of Title No. 79290.

All being shown on a plan entitled "Delivery Parcel Plan, parcels 34, 34A and 34B, South End Urban Renewal Area, Project Mass. R-56" by Charles A. Maguire and Associates, Boston, Mass. dated December, 1970.

Said parcel 34 is subject to an easement, shown on said Plan as "EASEMENT FOR PUBLIC RIGHT-OF-WAY", reserved by the Boston Redevelopment Authority for itself, its successors and assigns for the purpose of laying out and maintaining a public way, being bounded and described as follows:

Beginning at the point of intersection of the Southeasterly side line of Washington Street and the Southwesterly side line of Northampton Street and running on the following courses and distances:

On the Southwesterly side line of Northampton Street S42'-15"-15"E ten and fifty-eight hundredths (10.58) feet to a point; by land (Parcel 34) now or formerly of the Boston Redevelopment Authority on a curve to the left of ten and no hundredths (10.00) feet radius sixteen and twenty-seven hundredths (16.27) feet to a point on the Southeasterly side line of Washington Street; on said Southeasterly side line of Washington Street N44'-31'-25"E ten and fifty-eight hundredths (10.58) feet to the point of beginning; containing an area of twenty-four (24) square feet, more or less, and consisting of a portion of the registered land, Suffolk County Registry District, Land Registration Division, shown on Certificate of Title no. 79807.

Said Parcel 34 has the benefit of an easement shown on said Plan as "EASEMENT "A" - TEMPORARY EASEMENT FOR ACCESS TO OWNERS OF PARCEL 34", granted to Brightmoor Terrace, Inc., its successors and assigns for the purpose of pedestrian and vehicular access to and from said parcel 34 until such time as said easement area shall be laid out as a public way by the City of Boston acting in accordance with the provisions of the South End Urban Renewal Plan, as amended, said easement area being bounded and described as follows:

Beginning at the point of intersection of the present Northeasterly side line of East Lenox Street and the present Southeasterly side line of Washington Street and running on the following courses and distances:

On said Southeasterly side line of Washington Street N42'-07'-05"E thirty six and ninety-nine hundredths (36.99) feet to a point; by land (Parcel 34) now or formerly of the Boston Redevelopment Authority on a curve to the left of sixteen and no hundredths (16.00) feet radius twenty-three and thirty hundredths (23.30) feet to a point; still by land (Parcel 34) now or formerly

(3)



of said Boston Redevelopment Authority 699412-29-115E one hundred eighty-three and forty-six hundredths (183.46) feet to a point on the Northeasterly side line of East Lenox Street; on said Northeasterly side line of East Lenox Street N47'-55'-55"W one hundred ninety-six and forty-four hundredths (196.44) feet to the point of beginning; containing an area of two thousand two hundred seventy-three (2,273) square feet, more or less.

Meaning and intending to convey and hereby conveying all that land shown as Parcel 34 on said plan by Charles A. Maguire and Associates, containing a total area of one hundred sixty-nine thousand seven hundred thirty-two (169,732) square feet, more or less, inclusive of the area shown on said plan by Charles A. Maguire and Associates as "Easement for Public Right-Of-Way", containing an area of twenty-four (24) square feet, more or less; and also meaning and intending to convey and hereby conveying an easement shown on said plan by Charles A. Maguire and Associates as "Easement "A" - Temporary Easement for Access to Owners of Parcel 34", containing an area of two thousand two hundred seventy-three (2,273) square feet, more or less.

METES AND BOUNDS DESCRIPTION  
PARCEL 34A

Said Parcel 34 has the benefit of an easement, shown on said Plan as "Parcel 34A", granted to Brightmoor Terrace, Inc., its successors and assigns for the purpose of pedestrian and vehicular access to and from Parcel 34, and for the purpose of storage of construction material and equipment until such time as Parcel 34A shall be laid out as a public way by the City of Boston acting in accordance with the provisions of the South End Urban Renewal Plan, as amended. Said Parcel 34A easement area is bounded and described as follows:

Beginning at a point on the Southwesterly side line of Northampton Street, said point being N42'-15'-15"W two hundred fifty-five and ten hundredths (255.10) feet from the point of intersection of said Southwesterly side line of Northampton Street and the Northwesterly side line of Harrison Avenue, said beginning point also being the Easterly corner of land (Parcel 34) now or formerly of the Boston Redevelopment Authority;

Thence running S48'-03'-00"W by land (Parcel 34) now or formerly of said Boston Redevelopment Authority one hundred twenty and no hundredths (120.00) feet to a point;

Thence turning and running S41'-57'-00"E eighteen and fifty-five hundredths (18.55) feet to a point;

Thence turning and running S34'-49'-32"W ten and seventy-one hundredths (10.71) feet to a point;



Thence turning and running S48°-03'-00"W still by land (Parcel 34) now or formerly of said Boston Redevelopment Authority two hundred eighty and ninety-two hundredths (280.92) feet to a point on the Northeasterly side line of East Lenox Street, said point also being the Southerly corner of land (Parcel 34) now or formerly of said Boston Redevelopment Authority;

Thence turning and running S41°-20'-11"E on said Northeasterly side line of East Lenox Street twenty-one and no hundredths (21.00) feet to a point, said point being the point of intersection of said Northeasterly side line of East Lenox Street and the Northwestern side line of Reed Street;

Thence turning and running N48°-03'-00"E on said Northwestern side line of Reed Street four hundred eleven and eighty hundredths (411.80) feet to a point, said point being the point of intersection of said Northwestern side line of Reed Street and the Southwesterly side line of Northampton Street;

Thence turning and running N42°-15'-15"W on said Southwesterly side line of Northampton Street forty-two and no hundredths (42.00) feet to the point of beginning.

Containing an area of eleven thousand one hundred seventy-eight (11,178) square feet, more or less.

All being shown on a plan entitled "Delivery Parcel Plan, Parcels 34, 34A and 34B, South End Urban Renewal Area, Project Mass. R-56" by Charles A. Maguire and Associates, Boston, Mass., dated November, 1970.

Meaning and intending to convey, and hereby conveying an easement as described above, over all--that land shown as Parcel 34A on said plan by Charles A. Maguire and Associates containing an area of eleven thousand, one hundred seventy-eight (11,178) square feet, more or less, and containing as a portion thereof a certain parcel of registered land, Suffolk County Registry District, Land Registration Division, as follows:

A portion of land described on certificate of title No. 79290, being that parcel of land shown and described as lot 2 on a plan filed in the Suffolk Land Registration Office as Plan No. 11068B.



## GRANT MANOR 023-44133

101-110 E. Lenox Street  
201-210 E. Lenox Street  
301-310 E. Lenox Street  
401-410 E. Lenox Street

82 Northampton Street  
84 Northampton Street  
86 Northampton Street  
88 Northampton Street  
90 Northampton Street  
100 Northampton Street  
102 Northampton Street  
104 Northampton Street  
106 Northampton Street  
108 Northampton Street  
110 Northampton Street

5 Reed Street  
9 Reed Street  
11 Reed Street  
15 Reed Street  
21 Reed Street  
23 Reed Street  
25 Reed Street  
27 Reed Street

1810-1812-1826-1830-1846-1850 Washington St.-Commercial Spaces

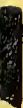
1820 - 1850 Washington St.-Two Entrances to Apartments

TOTAL UNITS: 185

LD REG LOCUS 1810-1854  
WASHINGTON ST.  
BOSTON!







## **EXHIBIT D**

### **HUD-MHFA DEMONSTRATION DISPOSITION PROGRAM DEVELOPMENTS**

Academy Homes II

Camfield Gardens

Fieldstone Apartments

Franklin Park I and II

Geneva Apartments

Grant Manor

Grove Hall

Roxse Homes

Sonoma, Maple, Schuyler

Theroch I and II

Washington Heights







## EXHIBIT E

### LIST OF PLANS AND SPECIFICATIONS DATED SEPTEMBER 18, 1997

MHFA PROJ. NO. 94-018; HUD PROJ. NO. 023-44123  
HUD/MHFA DEMONSTRATION DISPOSITION  
GRANT MANOR, ROXBURY, MASS.

#### PART B - SPECIFICATIONS

NO OF PAGES

#### DIVISION 1 - GENERAL REQUIREMENTS

01010 - SUMMARY OF WORK	8
01030 - ALTERNATES	5
01045 - CUTTING AND PATCHING	3
01102 - TENANT RELOCATION PLAN	2
01300 - SUBMITTALS	4
01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROL	11
01600 - MATERIAL	2
01700 - CONTRACT CLOSEOUT	4

#### DIVISION 2 - SITE WORK

02010 - SUBSURFACE INVESTIGATION	2
02050 - SELECTIVE DEMOLITION	8
02080 - ASBESTOS ABATEMENT	42
02100 - SITE PREPARATION	3
02200 - EARTHWORK	7
02380 - DRILLED CONCRETE CAISSONS	12
02500 - PAVING AND SURFACING	14
02513 - ASPHALT CONCRETE PAVING	7
02525 - CURBING	6
02700 - SITE UTILITIES	14
02795 - PLAY AND SAFETY SURFACES	6
02820 - FENCES AND GATES	8
02870 - BENCHES	4
02880 - PLAY EQUIPMENT	17
02905 - PLANTING	10
02920 - LAWNS	7

#### DIVISION 3 - CONCRETE

03300 - CAST-IN-PLACE CONCRETE	14
03700 - CONCRETE RESTORATION AND CLEANING	4

#### DIVISION 4 - MASONRY



MHFA PROJ. NO. 94-018, HUD PROJ. NO. 023-44123  
HUD/MHFA DEMONSTRATION DISPOSITION  
GRANT MANOR, ROXBURY, MASS.

04100 - MASONRY	5
04200 - CONCRETE UNIT MASONRY	5
04500 - MASONRY RESTORATION AND CLEANING	4

**DIVISION 5 - METALS**

05100 - STRUCTURAL STEEL	10
05400 - COLD-FORMED METAL FRAMING	10
05510 - METAL STAIRS	6
05600 - ARCHITECTURAL METAL WORK	9

**DIVISION 6 - WOOD AND PLASTICS**

06100 - ROUGH CARPENTRY	6
06200 - FINISH CARPENTRY	7

**DIVISION 7 - MOISTURE PROTECTION**

07100 - SEALANTS, CAULKING AND CONCRETE COATING	9
07200 - INSULATION	5
07270 - FIRESTOPPING	6
07300 - SHINGLES	4
07460 - WOOD SIDING	4
07500 - MEMBRANE ROOFING AND FLASHING	11

**DIVISION 8 - DOORS AND WINDOWS**

08100 - METAL DOORS AND FRAMES	9
08112 - EMBOSSED ENTRY DOORS AND FRAMES	8
08200 - FLUSH WOOD DOORS	7
08350 - FOLDING DOORS	6
08390 - SCREEN/STORM DOORS AND FRAMES	6
08305 - ACCESS PANELS/DOORS AND FRAMES	4
08410 - ALUMINUM ENTRANCES AND STOREFRONTS	8
08500 - ALUMINUM REPLACEMENT WINDOWS, SECURITY SCREENS AND CHILD SAFETY GUARDS	8
08710 - FINISH HARDWARE	19
08800 - GLASS AND GLAZING	7

**DIVISION 9 - FINISHES**

09250 - GYPSUM WALLBOARD	9
09300 - CERAMIC TILE	7
09500 - ACOUSTICAL TILE	5
09650 - RESILIENT FLOORING	7
09900 - PAINTING	13

**DIVISION 10 - SPECIALTIES**

10200 - LOUVERS AND VENTS	6
10426 - SIGNAGE AND IDENTIFICATION DEVICES	5
10550 - POSTAL SPECIALTIES	4
10800 - TOILET AND BATH ACCESSORIES	7



DIVISION 11 - EQUIPMENT

11452 - RESIDENTIAL APPLIANCES 5

DIVISION 12 - FURNISHINGS

12372 - KITCHEN CABINETS 6

12500 - WINDOW TREATMENT 5

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USE

DIVISION 14 - CONVEYING SYSTEM

14210 - ELECTRIC PASSENGER ELEVATORS 22

14240 - HYDRAULIC ELEVATORS 26

14555 - VERTICAL RECIPROCATING CONVEYOR (VRC) 5

14560 - CHUTES 7

DIVISION 15 - MECHANICAL

15300 - FIRE PROTECTION 43

15400 - PLUMBING 43

15440 - TUB AND SHOWER WALLS 5

15500 - HEATING AND VENTILATING 68

DIVISION 16 - ELECTRICAL

16100 - ELECTRICAL 94

16520 - OUTDOOR LIGHTING 4

LIST OF DRAWINGS

T-1 TITLE SHEET

T-2 DRAWING LIST

T-3 CHARTS

SURVEY

SU-1 LAND SURVEY PLAN 1 OF 2

SU-2 LAND SURVEY PLAN 2 OF 2

SITE IMPROVEMENT

C-1 SITE DEMOLITION PLAN

C-2 SITE GRADING PLAN

C-3 SITE UTILITY DEMOLITION PLAN

C-4 SITE UTILITY PLAN

C-5 TYPICAL DETAILS

C-6 TYPICAL DETAILS

LANDSCAPE



LS-1      LEGEND AND NOTES  
LS-2      LAYOUT & MATERIALS  
LS-3      PLANTING PLAN & PAVING PATTERNS  
LS-4      PLAY AREA PLAN  
LS-5      PLAY EQUIPMENT  
  
LS-6      BRICK PATTERNS  
LS-7      BRICK PATTERNS  
LS-8      PAVING SECTIONS  
LS-9      CURB DETAILS  
LS-10     WALLS, STEPS & RAMPS  
  
LS-11     STEEL FENCE & GATES  
LS-12     OTHER FENCE & GATES  
LS-13     DUMPSTER & RECYCLE ENCLOSURES  
LS-14     MISCELLANEOUS DETAILS  
LS-15     MISCELLANEOUS DETAILS  
  
LS-16     ALTERNATE PLAN, LAYOUT & MATERIAL  
LS-17     ALTERNATE PLAN, PLANTING PLAN  
  
E-1      ELECTRICAL SITE PLAN

TOTAL # OF SHEETS FOR TITLE, SITE & LANDSCAPE - 29

HIGH-RISE (HR) BUILDING (BUILDING A)

DEMOLITION

DO1      BASEMENT FLOOR PLAN  
DO2      FIRST FLOOR PLAN  
DO3      SECOND FLOOR PLAN  
DO4      THIRD FLOOR PLAN  
DO5      TYPICAL FLOOR PLAN  
  
DO6      ROOF PLAN  
DO7      NORTH ELEVATION  
DO8      SOUTH ELEVATION  
DO9      EAST & WEST ELEVATIONS

ARCHITECTURAL

A01      BASEMENT FLOOR PLANS  
A02      FIRST FLOOR PLAN  
A03      SECOND FLOOR PLAN  
A04      THIRD FLOOR PLAN  
  
A05      TYPICAL FLOOR PLANS  
A06      ROOF PLAN  
A07      NORTH ELEVATION  
A08      SOUTH ELEVATION  
A09      EAST & WEST ELEVATIONS  
A10      BUILDING SECTIONS  
  
A11      BUILDING ENTRY & ELEVATOR LOBBY PLANS  
A12      TYPICAL FLOOR ELEVATOR LOBBY PLANS & DETAILS



A13 BUILDING ENTRY & STORE FRONT ELEVATIONS  
A14 BUILDING ENTRY & STORE FRONT ELEVATIONS & DETAILS  
A15 TYPICAL APARTMENT PLANS  
A16 TYPICAL KITCHEN ELEVATIONS  
A17 TYPICAL BATHROOM ELEVATIONS  
A18 PARTITION, CEILING & FLOOR TYPES,  
ROOM-FINISH/DOOR SCHEDULES, & DETAILS  
A19 CHUTE AND ELEVATOR DETAILS  
A20 STAIR #1, #2, #3, #4 SECTIONS  
  
A21 STAIR PLANS & DETAILS  
A22 WINDOW TYPES & DETAILS  
A23 WINDOW TYPES & DETAILS  
A24 REFLECTED CEILING PLANS  
A25 REFLECTED CEILING PLANS  
  
A26 ROOF DETAILS  
A27 STAIR & MISCELLANEOUS DETAILS

STRUCTURAL

ST01 GENERAL NOTES  
ST02 TYPICAL DETAILS  
ST03 PART PLANS AND FRAMING SECTION

FIRE PROTECTION

F01 BASEMENT PART PLANS, LEGEND & RISER DIAGRAM  
F02 FIRST FLOOR PLAN  
F03 SECOND FLOOR PLAN  
F04 THIRD FLOOR PLAN  
F05 TYPICAL FLOOR PLAN  
F06 DETAILS

PLUMBING

P01 BASEMENT PART PLANS  
P02 BELOW FLOOR PIPING; EAST & WEST  
P03 FIRST FLOOR PLAN  
P04 SECOND FLOOR PLAN  
P05 THIRD FLOOR PLAN  
  
P06 4TH, 5TH, 6TH, 7TH FLOOR PLAN  
P07 WATER RISER DIAGRAM  
P08 WATER RISER DIAGRAM  
P09 SANITARY, WASTE & VENT RISER DIAGRAM  
P10 TYPICAL PART PLAN

HEATING

H01 FIRST FLOOR PLAN DUCTWORK  
H02 FIRST FLOOR PIPING PLAN  
H03 SECOND FLOOR PLAN  
H04 THIRD FLOOR PLAN  
H05 4TH, 5TH, 6TH, 7TH FLOOR PLANS  
  
H06 BASEMENT PART PLANS  
H07 ROOF PLANS



H08 RISER DIAGRAM I  
H09 RISER DIAGRAM II  
H10 DETAILS  
H11 EQUIPMENT SCHEDULES

ELECTRICAL

E01 FIRST FLOOR PLAN  
E02 SECOND FLOOR PLAN  
E03 THIRD FLOOR PLAN  
E04 4TH - 7TH FLOOR PLANS  
E05 ROOF PLAN  
  
E06 BASEMENT PART PLANS  
E07 RISER DIAGRAM  
E08 ELECTRICAL SCHEDULE SHEET  
E09 ELECTRICAL SCHEDULE SHEET

TOTAL # OF SHEETS FOR HIGH-RISE BUILDING - 75

MID-RISE (MR) BUILDING (BUILDING B)

DEMOLITION

DO1 FIRST AND TYPICAL FLOOR PLANS  
DO2 BASEMENT AND ROOF PLANS  
DO3 ELEVATIONS  
DO4 STAIR SECTIONS

ARCHITECTURAL

A01 FIRST AND TYPICAL FLOOR PLANS  
A02 BASEMENT AND ROOF PLANS  
A03 BUILDING ELEVATIONS  
A04 BUILDING SECTIONS  
A05 BUILDING ENTRY AND TYP. ELEVATOR LOBBY PLANS  
  
A06 STAIR PLANS, STORE FRONT ELEVATION & DETAILS  
A07 STAIR SECTIONS  
A08 UNIT PLANS  
A09 KITCHEN PLANS AND ELEVATIONS  
A10 BATHROOM AND MISCELLANEOUS DETAILS  
  
A11 CHUTE AND ELEVATOR DETAILS  
A12 PARTITION TYPES, ROOM FINISH & DOOR SCHEDULES AND DETAILS  
A13 WINDOW TYPES AND DETAILS  
A14 WINDOW TYPES AND DETAILS  
A15 REFLECTED CEILING PLANS  
A16 ROOF DETAILS

STRUCTURAL

ST01 GENERAL NOTES  
ST02 TYPICAL DETAILS  
ST03 PART PLANS AND FRAMING SECTION

FIRE PROTECTION

F01 FIRST AND SECOND FLOOR PLANS



F02 THIRD AND FOURTH FLOOR PLANS  
F03 FIRE PROTECTION DETAILS

PLUMBING

P01 FIRST AND SECOND FLOOR PLANS  
P02 THIRD AND FOURTH FLOOR PLANS  
P03 BASEMENT & ROOF PLAN  
P04 PART PLANS

HEATING

H01 FIRST AND SECOND FLOOR PLANS  
H02 THIRD AND FOURTH FLOOR PLANS  
H03 BASEMENT & ROOF PLAN  
H04 RISER DIAGRAM 1  
H05 RISER DIAGRAM 2  
  
H06 DETAILS  
H07 SCHEDULES

ELECTRICAL

E01 BASEMENT FLOOR PLAN  
E02 FIRST AND SECOND FLOOR PLANS  
E03 THIRD AND FOURTH FLOOR PLANS  
E04 ELECTRICAL SCHEDULES SHEET

TOTAL # OF SHEETS FOR MID-RISE BUILDING - 41

TOWNHOUSES (TH) ( BUILDING C, D, E, & F)

DEMOLITION

D01 FIRST FLOOR PLAN  
D02 SECOND FLOOR PLAN  
D03 ELEVATIONS  
D04 TYPICAL FLOOR PLAN

ARCHITECTURAL

A01 FIRST FLOOR PLAN  
A02 SECOND FLOOR PLAN  
A03 ROOF PLANS  
A04 BUILDING ELEVATIONS  
A05 SECTIONS & MECHANICAL/ELECTRICAL SHED  
  
A06 TYPICAL UNIT PLANS & ROOM FINISH SCHEDULES  
A07 TYPICAL WINDOW & DETAILS  
A08 TYPICAL WINDOW & DETAILS  
A09 DOOR SCHEDULES AND DETAILS  
A10 TYPICAL KITCHEN, BATHROOM ELEVATIONS & DETAILS  
A11 ROOF DETAILS

STRUCTURAL

ST01 GENERAL NOTES  
ST02 TYPICAL DETAILS  
ST03 PART PLANS AND FRAMING SECTION



MHFA PROJ. NO. 94-018; HUD PROJ. NO. 023-44123  
HUD/MHFA DEMONSTRATION DISPOSITION  
GRANT MANOR, ROXBURY, MASS.

FIRE PROTECTION

F01 FIRST FLOOR PLANS & LEGEND  
F02 SECOND FLOOR PLANS

PLUMBING

P01 FIRST FLOOR PLANS  
P02 SECOND FLOOR PLANS

HEATING

H01 FIRST FLOOR PLANS  
H02 SECOND FLOOR PLANS  
H03 DETAILS & SCHEDULES

ELECTRICAL

E01 FIRST FLOOR PLANS  
E02 SECOND FLOOR PLANS  
E03 ELECTRICAL SCHEDULES SHEET

TOTAL # OF SHEETS FOR TOWN HOUSES - 28







**EXHIBIT F**

**LETTER OF APPROVAL AND SUPPORT  
OF THE GRANT MANOR TENANTS ASSOCIATION**



GMTA

**GRANT MANOR TENANT ASSOCIATION**

1860 Washington Street ~ P.O. BOX 191893 ~ Boston, Massachusetts, 02118  
Phone (617) 427-4721 ~ Fax (617) 445-2728

November 4, 1997

Board of Directors  
Boston Redevelopment Authority  
City Hall  
Boston, MA 02105

Re: Zoning Relief

Dear Sirs/Madames:

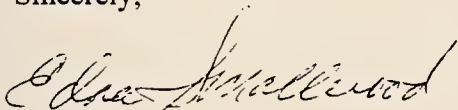
On behalf of the Board of Directors and all the residents of Grant Manor, I am writing in support of the application before you today. After lengthy discussions with the residents and our professional consultants, we believe the minor reduction to the on-sight parking spaces at Grant Manor **will not have any negative impact** on the residents of Grant Manor or the surrounding community.

On the contrary, the requested relief will permit the much needed rehabilitation of affordable housing, improve handicap accessibility, allow for improved sanitation, create additional safe areas for our children, and generally improve the entire neighborhood.

Many of our residents do not have cars and there is ample parking on Reed and Washington Streets to accommodate the parking needs of the neighborhood.

We fully support this application and respectfully request this Board to approve this application.

Sincerely,



Edna Smallwood, President GMTA  
ES/cdg







## **EXHIBIT G**

### **RELOCATION PLAN AND APPROVAL BY GMTA**



9096-1982

RECEIVED MAR 17 1997



**Final Relocation Plan**

**for**

**Demonstration Disposition Properties**

**Group II**

**Camfield Gardens**

**Grant Manor**

**Roxse Homes**

**Submitted To**

**Massachusetts Housing Finance Agency**

**By**

**Cruz Management Co., Inc.**

**Relocation Division**

**Jesus A. Guzman, Director of Property Management**

**Leslie K. Giddings, Director of Relocation**

**August 19, 1996**



# **C R U Z**

August 19, 1996

Ms. Aileen B. Thompson  
Senior Asset Management Analyst  
Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, MA 02109

Dear Ms. Thompson:

We are pleased to present to you the Final Relocation Plan. We would like to take this opportunity to sincerely thank you for *all* your assistance in helping us reach this very important milestone. We have carefully prepared and are now ready to do all that is necessary to make this program a national model; one from which the Agency and Cruz Management/Relocation can take much pride. The knowledge that we are partners, and will be instrumental in successfully facilitating the many components of a process which will become the standard by which others will be measured, is very gratifying and exciting.

Additionally, and in accordance with our Contract, (specifically Development of the Relocation Plan), we submit to you a summary of recent discussions with resident associations.

## Comments on Draft Plan:

Meetings were held this week with Ms. Paulette Ford, President of Camfield Gardens and Ms. Edna Smallwood, President of Grant Manor, to discuss relocation progress thus far, and to elicit comments with regard to our Draft Plan submitted to you on July 8th, 1996. We were unable to schedule such a meeting with Roxse Homes due to pending issues to be settled between the Roxse Tenant Council and the MHFA regarding the design and construction plans for Roxse Homes.

## Camfield Gardens- 8/13/96

Persons in attendance at our meeting with Ms. Ford included, Mr. Stephen Baptista, General Partner of Cornell/Peabody Management and an advisor to the CTA, Mr. Dan Violi, Project Manager at Community Economic Development Action Corporation. We reviewed the various components of the Draft Plan beginning with the listing of apartments we had compiled and included in our July 29th response letter to you. Ms. Ford expressed serious concerns over the locations of some of the apartments and offered us the following scenario; a family with a teenage son, who is familiar only with his South End neighborhood is moved to Dorchester and may suddenly find himself involved in "turf issues". We acknowledged her concerns and stated that as we show residents apartments these issues will most assuredly arise and will be dealt with on a case-by-case basis with each family. We then reviewed the construction schedule forwarded to us by MHFA indicating that Camfield must be vacated by December 25, 1996. Ms Ford said that she wanted to reserve comment on this "vacate date" pending discussion with the MHFA Design and Technical department. Her last statement was with regard to relocation of the CTA office space. Specifically, she is requesting written confirmation from Cruz Relocation and MHFA that



the relocated office space would be at no expense to the Association. Mr. Stephan Baptista, of Cornell/Peabody Management inquired about the procedure for payment of utility bills. We responded that Cruz Relocation would be responsible for payment of initial charges and for setting-up accounts and billing addresses for each household, however, the logistics for payment of bills (we assumed) would be worked out between current management and the MHFA.

### Grant Manor - 8/14/96

We met with Ms. Smallwood and one of her consultants, Ms. Jennifer Gilbert of Community Builders. Ms. Smallwood also voiced concern over the locations of some of the apartments we have secured thus far. Acknowledging that the Presidents of the Associations always know how their residents will respond overall, we provided the same response to Ms. Smallwood as we did Ms. Ford; we will have to deal with each family individually and will make best efforts *to the extent possible* to alleviate family concerns. However, the primary focus of our discussion focused on how the current inventory of apartments within close proximity to the developments, versus Lowell or Worcester, could possibly increase if given some latitude with the Fair Market Rents set for Boston. We agreed, yet explained that we signed a contract with the MHFA that clearly stipulates we must find apartments within the established FMRs.

We have scheduled a meeting with the Roxse Homes Relocation Committee for the evening of August 21, 1996. Information regarding that meeting will follow.

Sincerely,

  
Leslie K. Giddings  
Director of Relocation

cc: Anthony Carr  
John B. Cruz, III  
Jesus A. Guzman



## Scope of Services

### Relocation Plan (A-2,3)

a) All proposed subcontracts or contracts for vendor services pertaining to relocation and return relocation including those pertaining to moving and cleaning services.

The following contractors have been chosen to facilitate the relocation/return relocation of residents. They have been chosen by a competitive bid process. **Attached please find executed contracts.** Senior staff of Cruz Relocation has met with each of them and instructed them regarding expectations and responsibilities. All have submitted necessary documentation as to the Agency's insurance requirements. In view of the enormity of the project we have chosen to use several vendors to assure scheduling when needed; and to provide opportunity to many of the minority owned companies. In each case the lowest bidder would be assigned the work for the services required. If unable to perform due to a scheduling problem, we would go to the next lowest bidder, so on, and so on. This was made very clear to all vendors during the final bid process. **There will be no general contract given to any vendor chosen. Each service/transaction would be treated as an individual contract attached to a Purchase Order number. Any additions or changes would be treated as an additional contract given a Purchase Order Change number. The only exception to this system will be with the transportation company selected. In that case we will have a binding contract in place.**

The companies chosen are:

### Moving Companies

Lawyers Moving Co., Inc.	20 Osceola Street	Boston, MA	Contact: Mr. Stephney Lawyer
Isaacs's Relocation Service	285 Newtonville Ave	Newton, MA	Contact: Mr. Ami Joseph
Gentle Movers	25 Boston Street	Boston, MA	Contact: Mr. Derrick B. Moore
Dorchester Moving Co., Inc	183 Washington St.	Dorchester, MA	Contact: Mr. O. B. Gray

Families and their immediate possessions will be moved to an appropriate CRU by one of the aforementioned insured movers, who will provide packing materials (boxes, tape, etc.) at an average cost of approximately \$200 per household.

### Cleaning/Painting Companies

Boston Cleaning Service Co.	675 Tremont St.	Boston, MA	Contact: Mr. P. Obasohan
Reliable Janitorial Services	74 Crestwood Park	Boston, MA	Contact: Mr. Isiah George
Naratoone Building Services	173B Norfolk Ave	Boston, MA	Contact: Mr. Okey A. Chikere
Spotless	PO Box 1321	Jamaica Plain, MA	Contact: Mr. Garfield Joseph
White Nile Cleaning/Painting	63 Oak Street	Randolph, MA	Contact: Mr. Gabrielle Abebe
T & M Painting	20 Fairlawn Ave	Mattapan, MA	Contact: Mr. Tyrone Williams
RCM Building Services	355 Washington St.	Brighton, MA	Contact: Mr. David Rufo

All units to be utilized as CRUs by Cruz Relocation will be cleaned/painted as necessary in the event the landlord does not provide that service.



### Pest Control Services

MULTIPEST IPC	723 Morton Street 47 Kelton St.	Mattapan, MA Brighton, MA	Contact: Ms. Tonya Rivers Contact: Mr. Ken Cheng
------------------	------------------------------------	------------------------------	---

All off-site units utilized as CRUs by Cruz Relocation will be exterminated at least twice; once prior to move-in and again after move-out, in the event the landlord does not provide this service. The process will be repeated as often as required determined by turnovers and need.

### Transportation Services\*

People Care-Iers, Inc.	20 Islington Rd.	Newton, MA 02166	Contact: Mr. Bob White
A & B Coach, Corp.	86 Sumner St.	Quincy, MA 02169	Contact: Mr. Basel M. Tawfik

\*Although we have contacted many potential vendors, the majority are uncomfortable submitting bids without definitive information as to schedules and actual mileage and will do so when more information is forthcoming. We continue to contact potential vendors and will keep the Agency apprised of our efforts.

### Translation Services

HableEspana Translations Boston Language Institute	71 Summer St.	Boston, MA 02110	Contact: Mr. Ken Krall
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b)The names and addresses of all residents to be relocated along with a statement or estimate of each resident's need for special services (e.g., reasonable accommodations, transportation and a plan of action for meeting those needs.)

Resident associations approved a *confidential* needs assessment questionnaire addressing issues germane to successful relocation/return relocation. To date, we have completed approximately 75% of need assessment interviews which took place during one on one meetings with residents who must also sign a Relocation/ Rehousing Agreement prior to their actual move and after approval of their CRU. We have established a prioritized data base as to the relocation locations desired, what special accommodations need to be in place for work, school, social and medical needs. Translators have been scheduled to assist whenever necessary. We have been working closely with both the managing agents and the tenant associations to ascertain the names of those individuals requiring translation services. At this time we have received information that gives us access to names, addresses and telephone numbers, along with current information in order to complete final planning. From a listing of MHFA financed developments, as well as contacting landlords through our own internal networking, we have proceeded with our relocation plan. We have attached all information made available to us at this time.



c) The proposed order and schedule for vacating buildings within a development and (d) The proposed dates of resident relocation for each resident to be relocated. The Plan shall be amended to include the proposed dates of return relocation as soon as the construction schedule for a development is finalized.

Due to the urgent nature of the work scheduled to take place in Roxse Homes, this site has received our greatest priority and at this date our plans are significantly more detailed for this relocation. Plans for the other sites in particular, and also for Roxse Homes, will continue to be developed and refined in consultation with resident associations, residents, MHFA, development consultants, and management agents, over the coming weeks and months. In accordance with meetings held on 7/16/96 and 8/12/96 with the MHFA Design and Technical staff and relevant discussions, meeting notes and the schedules provided, we offer the following relocation schedules:

## **ROXSE HOMES**

**HIGH-RISE PHASE** - Due to the *EMERGENCY SEISMIC* work that must be completed before beginning the rehabilitation/construction work, One hundred sixteen (116) residents of the high-rise (including commercial tenants) must all be relocated as soon as possible, for work to begin this fall. Current MHFA planning schedules call for the building to be vacant by October 21, 1996. The major obstacle to vacating the high-rise building is limited elevator capacity. The building has only two (2) small elevators, one (1) of which must be kept in service exclusively for normal passenger traffic. This leaves only one (1) elevator for moving. Since many moves must be scheduled from 8:00 AM to 5:00 PM (an eight to nine hour workday) we believe that no more than two to three moves per day can be accomplished using the single available elevator. Estimating conservatively, an average of two (2) moves per day and a six (6) day work week, it will therefore require fifty-eight (58) working days, or just under ten (10) weeks, to relocate all of the tenants from the high rise. However, with anticipated cooperation of residents, moving companies, and the management company, some moves may take place at later hours and/or on Sundays. Assuming all obstacles to the commencement of relocation have been dealt with by 8/30/96, a realistic schedule would have the building vacant by 11/8/96 or sooner.

The emergency seismic work is scheduled to take six (6) months, and the rehabilitation/construction is estimated to be completed in twelve (12) months, a total of eighteen (18) months before residents can be relocated back to their newly renovated homes in the high-rise. If schedules stay as planned at this time, residents will be relocated back to the high-rise in May and June of 1998. If no increase in elevator capacity occurs during the renovation, it will take ten weeks to relocate all residents back to the high rise.

**LOW-RISE PHASE I:** Seventy (70) residents of Buildings 1, 2, 3, 4, 10, 11, and 12 will all be relocated prior to 2/7/97. Six of these residents will be relocated to vacant habitable units in Buildings 5-10; the rest must be relocated off-site, as no more on-site units are available. The scheduled duration of the work in Low-Rise Phase I is ten months, with a scheduled completion date of 12/18/97. Relocation of residents back to their units can commence on this date, although some residents may prefer not to move until after the holidays.

**LOW-RISE PHASE II:** The Eighty Four (84) remaining residents of Buildings 5, 6, 7, 8, and 9 will all be relocated at the same time that Phase I residents are returning, December 1997 to January 1998. Twenty-seven (27) residents will have the opportunity to make a single permanent move to an available renovated Phase I unit. The remaining sixty-four (64) residents must be relocated off site, as no on-site units are available. The scheduled duration of the work in Low-Rise Phase II is ten (10) months, with a scheduled completion date of 10/18/98, but we believe 11/18/98 is a more realistic target, as construction is unlikely to be able to start before



mid-January 1998. Phase II residents will be relocated back to their units in November and early December 1998.

## **GRANT MANOR**

**PHASE I: MID-RISE AND TOWNHOUSES** - Residents of these buildings are scheduled to be relocated by March 20, 1997. We intend to relocate residents from these buildings to vacant habitable units in the high-rise to the greatest extent possible. The work in these buildings is scheduled to commence on April 3, 1997 and be completed in approximately ten (10) months by January 28, 1998. Relocation back to these buildings should be completed within thirty (30) days after the issuance of Certificates of Occupancy.

**PHASE II: 50% OF HIGH-RISE** - Residents of half the high-rise will be relocated in February 1998 at the same time that residents of the mid-rise and townhouses are returning to their units. The current MHFA schedule shows work in the high-rise commencing on February 3, 1998, but this may need to be rescheduled for early March 1998 in order to take advantage of vacant units in the renovated mid-rise and townhouses. Per this schedule, we intend to relocate residents from this half of the high rise to vacant habitable units in the other half of the high rise and vacant renovated units in the mid-rise and townhouses to the greatest extent possible.

Construction is scheduled to take six (6) months, and should be completed by September 3, 1998. Residents will be relocated back to these units within thirty (30) days from the date of the issuance of Certificates of Occupancy.

**PHASE III: 50% OF HIGH-RISE** - Residents of the other half of the high-rise will be relocated in September 1998 at the same time that residents of the first half of the high-rise are returning to their units. As before, we intend to relocate residents from this half of the high rise to vacant renovated units in the other half of the high rise and vacant renovated units in the mid-rise and townhouses to the greatest extent possible.

Construction is scheduled to take six (6) months, and should be completed by March, 1999. Residents will be relocated back to these units within thirty (30) days from the date of the issuance of a Certificates of Occupancy.

## **CAMFIELD GARDENS**

**ONE PHASE ONLY - ALL RESIDENTS MUST BE RELOCATED AS SOON AS POSSIBLE IN ORDER FOR DEMOLITION AND ABATEMENT TO TAKE PLACE, PRIOR TO CONSTRUCTION.** Per the schedule distributed to us by MHFA, our intent is to relocate all residents prior to December 25, 1996.

Construction is scheduled to be completed by June 8, 1998. All residents will be relocated back to Camfield Gardens within sixty (60) days of issuance of a Certificates of Occupancy.

**BECAUSE ALL RELOCATION DATES, EXCEPT FOR INITIAL MOVE-OUTS, ARE SUBJECT TO THE DEVELOPMENT AND CONSTRUCTION TAKING PLACE AT THE THREE**



**DEVELOPMENTS, OUR PLAN TO RELOCATE RESIDENTS BACK TO THEIR SITES AND UNITS MUST BE A *CONSTRUCTION DRIVEN RELOCATION PLAN*.**

**e) Guidelines for the relocation and return of residents who identify their own CRUs.**

Residents who identify their own Comparable Replacement Units must request that the Relocation Contractor inspect the unit to make sure it meets all relevant standards of habitability specified in A-5-9 of this contract, meet with the Agency's approval as to the appropriate size and type of unit as determined by its survey, and must be within the Greater Boston Statistical Area FMRs. Providing approval is granted and contracts required by all entities (Agency, tenants association, management companies, and Resident Relocation/Rehousing Agreement) are in place, the resident will be entitled to all services accorded other residents both in the relocation and return relocation process. However, **no approval will be granted if resident moves prior to all agreements being in place and without necessary approvals and inspections. Any and all exceptions will require prior Agency approval.** Residents are being encouraged and supported to identify housing on their own to ensure satisfaction.

**f ) Proposed Comparable Replacement Units for each resident requiring relocation charges with monthly rental charges for such units. Certification from the owner of such units as to their availability and habitability must also be provided.**

We have been given necessary information from the Agency as to availability within their portfolio. It is our understanding and our plan that we will attempt to utilize these units prior to procuring units outside the portfolio. We have made significant progress in identifying CRUs through our own sources as well. Please see attached information. As additional information becomes available to us we will proceed accordingly. Prior to initial use of the CRUs, Cruz Relocation representatives will inspect each unit with the landlord/or landlord's agent to identify any deficiencies and to insure habitability requirements stated elsewhere in this contract are met.

**Cruz Management/Relocation will require certification from inspection services and/or the Boards of Health in individual towns and cities attesting to habitability and code conformity prior to each occupancy.**

**g) The procedures for: (i) payment of all reasonable out-of-pocket expenses incurred by residents in the relocation and return relocation, including the cost of moving to and from comparable replacement units, and (ii) payment of any increase in monthly rental charges or utility costs for comparable replacement units.**

(i) The only out of pocket expenses that we expect will be incurred may include, transfer/reconnection of utility services and reinstallation of cable service, and transportation costs, as well as storage costs where applicable. Once we are made aware of these situations, we propose to reimburse reasonable costs utilizing systems approved by the Agency, management companies, and resident organizations. (ii) It is our understanding that relocated residents will be paying their current rental rates regardless of any increase in temporary rental charges. Total charges will be paid to the landlords by the Agency through the current management companies. In situations where residents will be obligated to pay utility bills that were once included in their rent, the Agency, through the management companies, will be responsible. The management companies will retain the responsibility of processing rental payments as well as any other payments they currently process.



h) Proposals for the provision of ancillary support services, including orientation and resident security where appropriate.

### Transportation

The need for CRUs outside of the city is virtually a certainty at this time. This could severely interrupt the normal routines of families. We are certain that there will be a strong need for transportation services that will keep people connected to their neighborhoods for many reasons: work, school, after school programs, daycare, medical needs, social service needs, and religious obligations. We do not, at this time, have a detailed plan in place since we are unsure as to what areas will need to be serviced, but we are currently exploring various means of transportation including, but not limited to: providing scheduled bus/shuttle service, car/van pools, and individual resident reimbursement methods from the site of the CRUs to the site of the original developments and several additional convenient locations so that adults and children might go about their business with a minimum of interruption. A transportation company will provide buses that are equipped with accommodations for handicapped and elderly if we determine other alternative methods are unsuitable. We will also assist in arranging accommodating transportation of individuals to medical appointments, and attempt to facilitate procedures to transfer any social service needs when indicated.

### Orientation

It is the philosophy of Cruz Relocation that **communication**, often and with a positive viewpoint, will allay most fears and anxieties residents will naturally have. By holding *many* meetings, both with the resident organizations and with individual residents, we will encourage them to *ask questions regarding relocation issues directly*. We will also provide the names and business telephone numbers of assigned staff, and make sure they are familiar with everyone on the team. There will be a “hotline” number established as well. In our original proposal we enclosed a sample brochure. It is our intent that each resident receive a similar brochure with updated information and detailed explanation as to scope of services and telephone numbers of the individuals with whom they will be dealing. Translation services, written and verbal, are available.

In addition to our individual and group meetings with residents and resident organizations, we will conduct, with the assistance of our field supervisors and representatives of the selected moving contractors, seminars about packing. **Please note that every family/individual will be assigned to one Cruz Relocation Team and Supervisor, who will have the responsibility of overseeing the relocation of that family/individual from the beginning of the process to the end of the program.** We believe this will foster a caring relationship and that the familiarity will provide a great measure of comfort to the residents. A very big part of the success of this enormous undertaking is trust. We plan to earn that trust by working very hard to successfully meet the needs of the residents.

Residents will receive newsletters, letters and postcards (approved by resident associations) regarding relocation activities. This information will be on our distinctive “A New Day Is Dawning” stationary, easily identified by the yellow and orange sun logo.

If a resident chooses to move to a CRU outside of the City, or if the needs demonstrated require placement outside of the City, we will tour the area at the same time the resident is taken to view the apartment. All relevant information about school systems, town profiles, houses of worship, shopping, recreational areas, medical facilities, and transportation will be included in a package to be provided by us.



## Security

Cruz Relocation will be responsible for inspecting CRUs with prospective landlords regarding security measures already in place, and to assist in providing adequate security in accordance with State Sanitary Code requirements.

- i) The educational arrangements that will be made for all school age children for whom the relocation places them outside of their original school district.

*Conversation between Senior Cruz Relocation Staff and Mr. Roger Cunningham, Boston School Department liaison, as recently as August 5, 1996, assures us that all transportation needs of the children in the Demonstration Disposition Program will be met, providing that the children remain in the City of Boston. Mr. Cunningham must be provided with information as to the name of the current school, student identification number, current address, relocation address, parent/guardian name, and telephone numbers, all of which are contained in the Needs Assessment Questionnaire. *He further related to us that children relocated outside of the City will be allowed to remain in their current school situations provided they are transported.* This allows the children to be matriculated without having to pay tuition to the City. These cases are reviewed annually. However, in this particular situation, which we know will exceed one year, the City is prepared to commit to the duration of the program. The City is demonstrating a genuine desire to make this process as easy as possible for the children and their families.*

Included on the needs assessment questionnaire is a question that speaks to "special needs of school age children". During the assessment process we have been able to ascertain what these needs are and are given the student identification numbers along with a signed release allowing us to discuss any specific needs with Mr. Cunningham. Once we determine what necessary services and programs are needed, we will then seek CRUs in cities where these services are available. *However, Mr. Cunningham candidly informed Cruz Staff that every effort should be made to keep children with special needs in the programs they are enrolled in currently.*

Each family will have a *choice* of the child/children enrolling in a school in the new location, or having alternate transportation service provided to the original school. We may find that in many instances, that families, especially those involved in longer term relocations, may want the children to enter the new school system in order to make friends for socialization away from, and after school. If this is the case we would also gather resource material regarding daycare facilities when needed.

- j) Statement of all other conditions that must be satisfied or resources that must be provided prior to relocation and return relocation and an outline of the steps that will be taken to satisfy such conditions or obtain such resources.

The most important component to the success of this project is the happiness of the residents and making sure they are satisfied, free from anxiety, and comfortable in, *and with*, the process. To accomplish this we must be fully aware of their needs. The first critical step is the completion of the needs assessment questionnaire. That, along with the information given us by the resident organizations, the Agency's Surveys, and the Agency's portfolio availability, will allow us to begin to fully execute the relocation plan. We established a list of apartments made available by landlords in the City who have responded to advertisements recently placed in The Boston Globe, The Bay State Banner, and through our own networking capabilities.



By anticipating the need for: transportation to school, work and other obligations that require travel; translation services; information about other cities/towns; familiarity with our personnel; appropriate moving, storage, extermination and cleaning sources; a communication package ready to be distributed; we will have resources in place to meet this challenge. With our experienced and knowledgeable staff, we can respond to the most difficult situation simply by knowing how to source the information that might be needed .

### Relocation Budget (A3-2)

**a) Expenses in moving each resident requiring relocation and return relocation. \*\***

Attached please find spread sheet: **Move Cost Analysis**

**b) Storage of resident's personal belongings, when necessary.**

At this time we estimate that 35% of residents will require storage of household goods. This represents 184 families x \$150.00 (monthly storage cost) x 24 months = \$662,400.00. Obviously a longer period of relocation would drive the storage costs upward.

**c) Cleaning and extermination of on-site and off-site relocation units. \*\***

Please see attached spread sheet: **Move Cost Analysis**

**d) Expenses in locating off-site relocation units (both residential and commercial.**

Thus far we have spent \$1000.00. Over the next twenty-four (24) months we anticipate advertising costs of an additional \$4,500 for placement of ads for apartments in the Boston Globe, Bay State Banner, and through mailings of the Rental Housing Association (RHA).

**e) Inspection of off-site relocation units**

We estimate a cost of \$50 per unit to facilitate the procurement of inspection certificates. This will be done unless current certificates are available. We estimate that about 300 units will be involved at an approximate cost of \$15,000.

**f) Expenses related to ancillary services**

**Transportation Services: not limited to but including:**

*(We are still in the process of determining need which in turn will determine cost.)*

School buses

Taxis

Commuter Services

Van/Car Pool

Resident Reimbursement on a per mile basis

**Packing for handicapped and elderly**

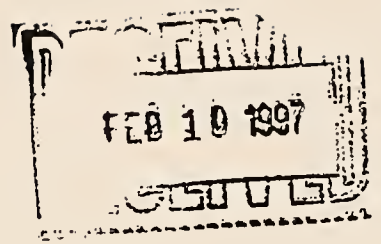
Roughly 35% of the residents are elderly/handicapped. Using the rates submitted in our Draft Plan, at a cost of \$35.00/hour for three (3) movers x 184 families x 4 Hours = \$77,280 one way. Charged hourly by moving companies rates range from \$25 per man hour to \$35 per man hour.

**Translation services**

Our projected costs for translation services is \$20,000 This includes Spanish and Creole translation of monthly newsletters (@ \$500.00 per month), resident assessment, on-going correspondence which must be sent to residents, as well as translators needed for resident meetings.



# CRUZ



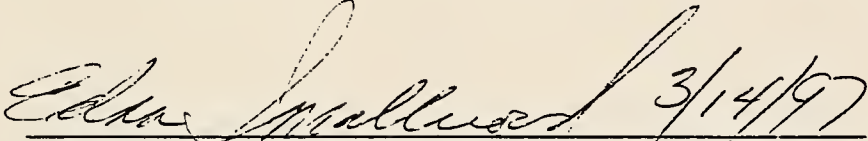
January 28, 1997

Ms. Edna Smallwood  
Grant Manor Tenants Association  
P.O. Box 181893  
Boston, MA 02119

Dear Ms. Smallwood:

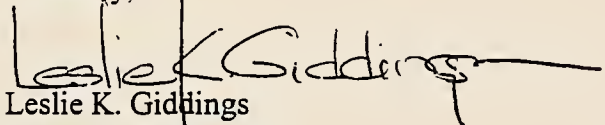
The MHFA requests that Cruz Relocation obtain a *critical* sign-off from the Grant Manor Tenants' Association. As President of the Association, your signature on the line below consents to and approves the following statements:

- 1) Cruz Relocation will continue to move families from the Grant Manor Apartments to temporary comparable units; and
- 2) Cruz Relocation will continue to implement, provide and facilitate relocation services as set forth in the Final Plan.

  
\_\_\_\_\_  
Edna Smallwood, President of Grant Manor Tenants Association

Ms. Smallwood, please sign and return to us in the self-addressed stamped envelope enclosed so that we may submit to the Agency before the end of this week. As always, thank you for your attention to this matter.

Sincerely,

  
Leslie K. Giddings  
Director of Relocation

LKG/md

cc: Jesus Guzman  
Anthony Carr  
Aileen Thompson  
Cecil Whitmore







**EXHIBIT H**

**HUD-MHFA DEMONSTRATION DISPOSITION PROGRAM  
RELOCATION/REHOUSING POLICY AND  
RELOCATION/REHOUSING AGREEMENT**



**HUD-MHFA DEMONSTRATION DISPOSITION PROGRAM  
RELOCATION/REHOUSING AGREEMENT**

Name of Resident (Head of Household): \_\_\_\_\_

Name of Household Members:\*

1. _____	1. _____
----------	----------

2. _____	3. _____
----------	----------

4. _____	5. _____
----------	----------

6. _____	7. _____
----------	----------

8. _____	9. _____
----------	----------

Location of Currently Occupied Unit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Lease: \_\_\_\_\_

Name of Current Development: \_\_\_\_\_

Management Agent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Household members as shown on lease as of September 30, 1995, or Form HUD-50059 (Certification and Recertification of Resident Eligibility) completed prior to June 1, 1996.

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 1996 by and between \_\_\_\_\_ ("you" or "your") and the Massachusetts Housing Finance Agency, as Interim Asset Manager for the U.S. Department of Housing and Urban Development ("MHFA", "us" or "we"). This Agreement is made pursuant to the HUD-MHFA Demonstration Disposition Program Relocation/Rehousing Policy. In the event of a conflict between this Agreement and the Relocation/Rehousing Policy, the terms of this Agreement shall prevail.



1. Agreement to Relocate

In exchange for the relocation assistance and rehousing assurances provided below, you agree on behalf of your household to temporarily relocate from your Currently Occupied Unit to a Comparable Replacement Unit as necessary for the rehabilitation or reconstruction of your Current Development.

2. Acceptance of Temporary Relocation Unit [check one]

\_\_\_ You have agreed to relocate to a Comparable Replacement Unit located at:

\_\_\_ You will be offered a Comparable Replacement Unit which must meet all relevant standards of habitability, including those specified in the housing and occupancy codes of the City of Boston or in the codes of the city or town in which the Unit is located and shall include any adaptations necessary for any family members with disabilities. The size of the Comparable Replacement Unit shall be based on your household composition as shown on the first page of this Agreement.

We will use our best efforts to relocate you to a Comparable Replacement Unit within your Current Development. Should we be unable to relocate you within your Current Development, we will use our best efforts to relocate you to a Comparable Replacement Unit that is (a) as geographically proximate to your Current Development as possible and (b) meets the special needs of your household identified during the resident assessment, including your household's educational, child care, employment and medical needs, or that is otherwise satisfactory to you. We will not, however, relocate you to a Unit for which the monthly rental charge exceeds the Fair Market Rent established for metropolitan Boston under the Section 8 subsidy program, or for which the lease terms are unreasonable.

You will be allowed to inspect the Comparable Replacement Unit offered for relocation prior to your acceptance. If, upon inspection, the Unit is not acceptable to you for any reason, you may request a second choice. Unless there is good cause, you must accept one of the two Units offered for relocation. Good cause includes, but is not limited to, the following:

- a. The Unit fails to meet standards of habitability and cannot be rehabilitated in accordance with HUD-MHFA Program guidelines;
- b. The Unit fails to meet the special needs of disabled members of the household; or



- c. The location of the unit unreasonably threatens the health or safety of members of the household.

MHFA shall determine whether any refusal to accept a CRU is based on good cause. Failure or refusal to accept one of the two Comparable Replacement Units offered without good cause will be considered a breach of this Agreement.

You are also encouraged to look for Comparable Replacement Units in place of those to be offered by MHFA. So long as (a) the Unit identified meets HUD standards of habitability, (b) the monthly rental charge for the Unit does not exceed the Fair Market Rent established for metropolitan Boston pursuant to the Section 8 subsidy program, and (c) the lease terms are not unreasonable, we will allow you to occupy the unit. We will not, however, pay you or others a fee for locating your own Comparable Replacement Unit.

### 3. Notice to Relocate

You will receive a written Notice of Relocation no later than thirty (30) days prior to your scheduled move date. The Notice will (i) state the date and approximate duration of the temporary relocation; (ii) identify the housing (identifying at least the building and town to which the resident will be relocated) for the relocation period; (iii) explain the terms and conditions under which you may lease and occupy housing within the Development following completion of the repairs; (iv) describe the financial assistance in accordance with 24 CFR § 290.42(e)(1) and the procedures for obtaining such assistance; and (v) provide the name, business address and phone number of an official responsible for providing the assistance. The Notice of Relocation will also identify, whenever possible, (i) the address of the unit to which you are being relocated, and (ii) the size of such unit. The Notice will be made available in Spanish and Creole (or other languages upon request of the Agency), or provide clear notice in these languages that translation of the Notice will be provided. If you need the Notice in tape, braille, large print, or another format because of a disability, it will be provided upon request.

### 4. Temporary Occupancy Agreement

Prior to relocation, you agree to sign a Temporary Occupancy Agreement which will govern the use and occupancy of the Comparable Replacement Unit by your household. Your refusal or failure to sign a Temporary Occupancy Agreement will be considered a breach of this Agreement.



5. Rent

Following temporary relocation, you will continue to pay your current management agent the same amount of rent for the Comparable Replacement Unit as you are paying now, including payments on rental arrearage, if any, for your Currently Occupied Unit. Your current management agent will be responsible for making rent payments to the owner of the Comparable Replacement Unit.

6. Breach of the Temporary Occupancy Agreement

If you or members of your household fail to comply with the terms of the Temporary Occupancy Agreement, including the timely payment of rent, you may be subject to eviction (i.e. where Summary Process action or other legal proceeding for removal has been filed) from the Comparable Replacement Unit, in which case this Agreement will be terminated, and you will lose your rights for rehousing and any further relocation assistance. In the event that the legal action for removal is subsequently dismissed or resolved in your favor, this Agreement will be revived and your eligibility for relocation assistance and rehousing reinstated

7. Household Orientation.

If you are temporarily relocated outside of your Current Development and do not find your own Comparable Replacement Unit, you will be given an orientation to your new neighborhood no later than seven (7) calendar days after relocation. The orientation will provide you with information concerning schools, transportation routes, shops and services, and amenities. The orientation will also cover any additional lease provisions applicable to your temporary housing and community rules, if any.

8. Tenant Liaison

A tenant liaison will be assigned to you by the relocation contractor no later than three (3) business days after relocation to provide ongoing assistance during your relocation. The tenant liaison will be responsible for updating you periodically on the progress of construction at your Current Development, and the status of your return relocation.

9. Additional Temporary Relocation

Although every effort will be made to avoid additional moves, an approved Relocation Plan may require you to temporarily relocate more than once within your Development. You will be given the option of (a) temporarily relocating once to a comparable replacement unit outside of your Development or (b) relocating more than once within your Development. In



either case, you will be provided all relocation assistance, including moving services and payment of expenses, for each relocation required.

**10. Return Relocation and Rehousing**

Upon completion of rehabilitation or reconstruction, you will be offered the opportunity to lease your Currently Occupied Unit if (a) the unit still exists (b) it is appropriately sized for your household, and (c) it is not otherwise designated as an accessible unit. If your Currently Occupied Unit no longer exists, is not appropriately sized, or has been designated as an accessible unit for which your household does not qualify, you will be offered an appropriately sized unit within your Current Development. If your household is "overhoused," you will be offered a smaller unit within your Current Development; if your family is "underhoused," you will be offered a larger unit within your Current Development. In the event that you are underhoused and an appropriately sized unit is not available within your development, you will have the option of (a) re-occupying your Currently Occupied Unit or another unit in your Current Development and remaining underhoused, (b) being rehoused in an appropriately sized unit at another development in the Demonstration Disposition program. If you decide to remain underhoused at your Current Development, your decision will be subject to HUD Section 8 guidelines, sanitary code restrictions and approval of the Resident Association for the Development.

Not less than thirty (30) days before your return relocation, you will be given a written Notice of Return Relocation, which will (i) state the date of the return relocation and (ii) identify the development and unit address to which you will be returned.

Before occupying the rehousing unit, you must complete HUD Form HUD-50059 (Certification and Recertification of Resident Eligibility). You will also be required to sign a new lease agreement for the rehousing unit. Rent for the rehousing unit will be set in accordance with the established Fair Market Rents for the Boston metropolitan area. If your income is less than 80% of the Boston median income, you will be eligible for project-based Section 8 rental assistance, and your portion of the rent will be determined based on your new income certification and HUD regulations.

**11. Eligibility for Relocation and Rehousing.**

Only those individuals who are listed on the face of this Agreement are eligible for relocation assistance and rehousing under this Agreement. If you are subject to eviction (i.e. where Summary Process or other legal proceeding for your removal from a dwelling unit has been filed) at any time and for any reason, this Agreement will be terminated and you will lose your right to rehousing and any further relocation assistance, except, in cases of eviction for non-payment of rent, where a workout plan has been accepted by the management agent



for the Development not less than thirty (30) days prior to the scheduled relocation. In the event that the legal action for removal is subsequently dismissed or resolved in your favor, this Agreement will be revived and your eligibility for relocation assistance and rehousing reinstated.

12. **Transferability.**

Eligibility for rehousing under this Agreement is not transferable to any person, except in the case of death or permanent departure of the head of household, in which case an adult care-taker having legal responsibility for the remaining household member(s), if all such members are minor children, may assume eligibility for relocation and rehousing assistance. Assumption of eligibility shall require addition of the care-taker to the lease and the prior written approval of MHFA.

13. **Relocation Services and Expenses**

a. **Moving Services and Expenses.**

The relocation contractor will provide you with packing materials and will move your belongings to and from the Comparable Replacement Unit. If you are physically disabled, the relocation contractor will provide all necessary packing and moving assistance. If you or a household member requires packing and moving assistance because of a disability, the relocation contractor will provide all necessary assistance. Reasonable documentation of need for such assistance may be required by the relocation contractor. All moving expenses will be paid directly by HUD provided the moving is completed by the relocation contractor. Unless you are otherwise authorized in advance by MHFA, you will not be reimbursed for moving services provided by other movers.

b. **Other Expenses.**

Any additional fees and expenses reasonably related to relocation, including phone, cable TV and utility termination, transfer, and installation charges, will be paid directly by the relocation contractor to the service provider. You may also be reimbursed by the relocation contractor for out-of-pocket expenses related to relocation provided the expenses are reasonable and consistent with the approved Relocation Plan and reimbursement has been authorized by MHFA.

c. **You will not receive relocation assistance, including moving services and/or payment or reimbursement for additional expenses, for members of your household**



not shown on the first page of this Agreement, or (b) if you are evicted from your Currently Occupied Unit or Comparable Replacement Unit.

14. Termination of Lease.

You agree that the lease for your Currently Occupied Unit will be terminated upon relocation to the Temporary Relocation Unit and signing of the Temporary Occupancy Agreement.

15. Relocation Contractors

MHFA may hire one or more relocation contractors to carry out its responsibilities under this Agreement, and may delegate to such contractors the authority to enter this and other Agreements relating to the relocation of residents on its behalf.

16. Lost or Damaged Property

The relocation contractor shall be responsible for any of your property that is lost or damaged during relocation, except for property that is lost or damaged solely because of your negligence, and shall assist you in promptly identifying any missing or broken items and filing all necessary claim forms. The relocation contractor shall further be responsible for the timely resolution and payment of such claims.

17. Limit of Liability

By signing this Agreement, you agree that MHFA and HUD will not be liable for failure to return you or members of your household to a Rehousing Unit by a specific date or time.

18. Appeal

If you or a member of your household disagrees with a determination made by MHFA or its relocation contractor pursuant to this Agreement, you may file a written appeal of that decision to Anthony Carr, Senior Asset Management Officer, Massachusetts Housing Finance Agency, One Beacon Street, Boston, Massachusetts, 02108-3110. If necessary, the relocation contractor will provide a translator for your appeal. If you have a disability and require a different format (phone, tape, braille, etc.), you may file and pursue an appeal in that format. Sign language interpretation will be provided, if necessary, by the relocation contractor.



Executed as a sealed document this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

MASSACHUSETTS HOUSING FINANCE AGENCY  
as Interim Asset Manager for the  
U.S. Department of Housing and Urban Development.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

\_\_\_\_\_  
Name (please print or type)



## HUD-MHFA DEMONSTRATION DISPOSITION PROGRAM RELOCATION/REHOUSING POLICY

### 1. Purpose

- 1.1 This policy shall be known as the HUD-MHFA Demonstration Disposition Relocation/Rehousing Policy (the "Relocation/Rehousing Policy").
- 1.2 The Relocation/Rehousing Policy is issued by the Massachusetts Housing Finance Agency (MHFA) in furtherance of its responsibilities to the U. S. Department of Housing and Urban Development (HUD) under an agreement with HUD dated April 11, 1994, as amended (the "HUD-MHFA Agreement").
- 1.3 The Relocation/Rehousing Policy governs the provision of relocation and rehousing assistance by MHFA to residents of the developments listed below.
  - (1) Camfield Gardens
  - (2) Fieldstone Apartments
  - (3) Franklin Park I and II
  - (4) Geneva Apartments
  - (5) Grove Hall
  - (6) Grant Manor
  - (7) Roxse Homes
  - (8) Sonoma Maple Schuyler
  - (9) Theroch I and II
  - (10) Washington Heights

Such assistance is being provided to enable the renovation or reconstruction of the aforementioned developments (hereinafter, the "Developments") under the HUD-MHFA Demonstration Disposition Program.

### 2. Applicable Law and Policy Guidelines

- 2.1 The relocation and rehousing of residents of the Developments shall be governed by the Multifamily Housing Property Disposition Reform Act of 1994 (12 U.S.C.A. §1701z-11), and the regulations issued by HUD pursuant thereto (24 CFR Part 290).
- 2.2 All relocation and rehousing shall be provided with a minimum amount of disruption to the residents. Every effort will be made to limit relocations outside of a resident's development. When relocations outside of a development are necessary, best efforts shall be used to identify suitable housing that is as geographically proximate to the resident's development as possible or that is otherwise satisfactory to such resident or residents. In no event, however, shall a resident be located to a replacement dwelling



for which the monthly rental charge exceeds the Fair Market Rent established for metropolitan Boston pursuant to the Section 8 subsidy program.

3. Eligibility for Relocation and Rehousing Assistance

- 3.1 Relocation and rehousing assistance shall be provided only to members of Eligible Households.
- 3.2 An "Eligible Household" shall include (a) any occupant of a dwelling unit in any Development who is identified as a tenant with respect to such unit on a valid lease executed on or before September 30, 1995 or (b) any occupant of a dwelling unit whose tenancy with respect to such unit has been certified as evidenced by the inclusion of such occupant on HUD Form 50059 prior to June 1, 1996.
- 3.3 For purposes of determining the adequate size and configuration of the Comparable Replacement Unit and rehousing unit, the composition of the "Eligible Household" shall be determined by the number, age, sex, family relationship, and medical condition of the occupants identified in Section 3.2 above. In the event that an Eligible Household is comprised of an extended family of two or more family groups, an adult member of any family group within an Eligible Household identified in Section 3.2 may request to be considered as a separate Eligible Household for purposes of rehousing. Such separate Eligible Households shall be eligible for a separate rehousing unit and may receive, if requested, separate Comparable Replacement Units for relocation to the extent such units are reasonably available.
- 3.4 Notwithstanding any other provision herein, no occupant of a dwelling unit in any Development shall be eligible for relocation and rehousing assistance if such occupant or the household in which he lives is the subject of a Summary Process action or other legal proceeding for removal unless the occupant or household, as the case may be, enters into a settlement agreement for dismissal or suspension of such action not less than thirty (30) days prior to the scheduled relocation of the occupant or household. In the event that the legal action for removal is subsequently dismissed or resolved in the resident's favor, eligibility of the household will be reinstated.

4. Transfer of Eligibility

Eligibility for relocation and rehousing assistance under this Relocation/Rehousing Policy is not transferable to any person, except in the case of death or permanent departure of the head of household, in which case an adult care-taker having legal responsibility for the remaining household member(s), if all such members are minor children, may assume



eligibility for relocation and rehousing assistance. Assumption of eligibility shall require addition of the care-taker to the lease and the prior written approval of MHFA.

5. Relocation Contractors

MHFA may hire one or more relocation contractors to provide relocation and rehousing assistance pursuant to this Relocation/Rehousing Policy, and may delegate to such contractors the authority to enter Relocation/Rehousing Agreements and Temporary Occupancy Agreements on its behalf.

6. Relocation/Rehousing Agreement

Each head of an Eligible Household must sign a Relocation/Rehousing Agreement which shall set forth the terms by which a household (a) may be temporarily relocated during the rehabilitation or reconstruction of his Development, and (b) may receive a rehabilitated or new unit in the Development upon completion of such rehabilitation or reconstruction. The Relocation/Rehousing Agreement shall be signed within ten (10) calendar days of receipt by the household. Refusal or failure by the head of household to sign a Relocation/Rehousing Agreement as required above shall be deemed a refusal to relocate, and shall result in (a) filing of summary process or other legal action to remove the household from the dwelling unit, and (b) termination of eligibility for relocation and rehousing assistance.

7. Resident Assessments

Prior to issuance of a Notice of Relocation and assignment of a Comparable Replacement Unit, the relocation contractor, on behalf of MHFA, shall conduct interviews in person with each Eligible Household to verify household composition and determine resident needs. Failure of an Eligible Household to meet with the relocation contractor for a resident assessment may result in forfeiture by the Eligible Household of special needs consideration, provided such failure was not the result of a disability of a Household member.

8. Notice of Relocation

Every Eligible Household shall be given advance written notice of the relocation and return relocation. The notice, which shall be provided at least 60 days before the relocation, shall describe the relocation assistance and the procedures for obtaining such assistance and shall contain the name, address and phone number of an official responsible for providing the assistance.

At least thirty (30) days before relocation, the household shall be given a Notice of Relocation which shall (i) state the date and approximate duration of the temporary relocation; (ii)



identify the housing (identifying at least the building and town to which the resident will be relocated) for the relocation period; (iii) explain the terms and conditions under which the tenant may lease and occupy housing within the Development from which he was relocated following completion of the repairs; (iv) describe the financial assistance in accordance with 24 CFR § 290.42(e)(1) and the procedures for obtaining such assistance; and (v) provide the name, business address and phone number of an official responsible for providing the assistance. The Notice of Relocation shall also identify, whenever possible, (i) the address of the unit to which the resident is being relocated, and (ii) the size of such unit. The Notice shall be made available in Spanish and Creole (or other languages upon request of the Agency), or provide clear notice in these languages that translation of the Notice will be provided. The Notice will further be made available to persons with disabilities in tape, braille, large print, or another format upon request.

9. Comparable Replacement Unit

9.1 Each Eligible Household shall be offered a Comparable Replacement Unit ("CRU") for occupancy during rehabilitation or reconstruction of its Development. The CRU shall meet all relevant standards of habitability, including those specified in the housing and occupancy codes of the City of Boston or in the codes of the city or town in which the Unit is located, and shall include any adaptations necessary for any family members with disabilities. The size of the CRU shall be based the composition of the Eligible Household as determined in Section 3 above.

9.2 Best efforts will be made to relocate an Eligible Household to a CRU within that household's Development. When relocations outside of a Development are necessary, best efforts will be made to relocate a household to a Unit that (a) is as geographically proximate to the household's Development as possible and (b) meets the special needs identified during the resident assessment, including education, child care, employment and medical needs, or that is otherwise satisfactory to the household. No household shall be located to a Unit for which the monthly rental charge exceeds the Fair Market Rent established for metropolitan Boston under the Section 8 subsidy program, or for which the lease terms are unreasonable.

9.3 Each household shall be allowed to inspect the CRU offered for relocation. If, upon inspection, the household is dissatisfied with the Unit offered, a second CRU will be offered. Unless there is good cause, the household must accept one of the two Units offered for relocation. Good cause shall be constituted by the following:

- a. The Unit fails to meet standards of habitability and cannot be rehabilitated in accordance with HUD-MHFA Program guidelines;



- b. The Unit fails to meet the special needs of disabled members of the household; or
- c. The location of the unit unreasonably threatens the health or safety of members of the household;

MHFA shall determine whether any refusal to accept a CRU is based on good cause. Failure or refusal to accept a CRU without good cause shall be considered a breach of the Relocation/Rehousing Agreement, and may result in termination of the Relocation/Rehousing Agreement, including legal removal from the Development and cancellation of the rehousing offer.

- 9.4 Households may seek out and identify CRUs for use as temporary housing in lieu of the housing offered by MHFA or its agents. Provided (a) the Unit identified meets habitability standards identified above, (b) the terms of occupancy are not unreasonable, and (c) the monthly rental charge for the Unit does not exceed the Fair Market Rent established for metropolitan Boston pursuant to the Section 8 subsidy program, MHFA shall not unreasonably withhold its consent to use and occupancy of the Unit as temporary housing. No fee or compensation will be paid to Eligible Households or others for locating and securing CRUs under this Section, but such Households shall be entitled to relocation and rehousing assistance as provided herein.

## 10. Temporary Occupancy Agreement

- 10.1 Prior to relocation, the head of household shall execute a Temporary Occupancy Agreement governing the occupancy and use of the CRU by the household. Refusal or failure of a head of household to execute the Temporary Occupancy Agreement shall be considered a breach of the Relocation/Rehousing Agreement, and may result in termination of the Relocation/Rehousing Agreement, including legal removal from the Development and cancellation of the rehousing offer.
- 10.2. Following relocation, each household shall continue to pay the management agent for its original dwelling unit the same amount of rent for the CRU as paid prior to relocation for the original dwelling unit. The full amount of rent for the CRU, including both tenant and subsidized portions, shall be paid directly by HUD to the owner of the CRU.
- 10.3 Failure by residents to comply with the terms of the Temporary Occupancy Agreement, including timely payment of rent due thereunder, shall result in eviction or legal removal from the CRU and termination of the Relocation/Rehousing



Agreement, including cancellation of the rehousing offer and other relocation assistance.

11. Household Orientation.

An orientation shall be available within seven (7) calendar days following relocation to any household relocated outside of its original development, provided, however, that MHFA shall have no obligation to provide an orientation to residents who identify their own CRUs. The orientation, which may be conducted by the relocation contractor, will provide information concerning schools, transportation routes, shops and services, and amenities. The orientation will also review additional lease provisions applicable to the new housing site and community rules, if any.

12. Tenant Liaison

A tenant liaison shall be designated by the relocation contractor to provide ongoing assistance during the relocation period not later than three (3) business days after relocation.

13. Additional Temporary Relocation

Although every effort will be made to avoid additional moves, an approved Relocation Plan may require certain households to relocate more than once within their Development. Households will be given the option of (a) temporarily relocating once to a comparable replacement unit outside of their Development or (b) relocating more than once within their Development. In either case, all relocation assistance, including moving services and payment of expenses, shall be provided for each relocation required.

14. Demonstration Disposition Home Ownership Assistance Program

14.1 Eligible Households which elect to relocate permanently from the Developments and purchase a home may qualify to participate in the Demonstration Disposition Home Ownership Assistance Program. Under this Program, qualified households will receive a Home Ownership Stipend (the "Stipend") of \$5,250 to be used toward the purchase of a home. Except as provided in Sections 14.3 and 14.5 below, Eligible Households which elect to participate in this Program shall waive their rights to rehousing in the completed Developments and shall not otherwise be eligible for temporary relocation and rehousing assistance.



- 14.2 To qualify for participation in the Home Ownership Assistance Program and receipt of the Stipend, the Eligible Household must meet the following requirements:
- (a) The head of the Eligible Household must successfully complete an MHFA home-buyer counseling course as evidenced by a certificate of completion;
  - (b) The management agent for the Development must certify that the Eligible Household is current on rent payments or a payment plan that will settle all rent arrearages by the deadlines set forth in Section 14.3 below;
  - (c) The Eligible Household must submit an executed purchase and sale agreement, which must be contingent upon (i) receipt of mortgage financing and (ii) approval and receipt of the Stipend;
  - (d) The head of the Eligible Household must execute a Demonstration Disposition Home Ownership Assistance Agreement by which the household agrees to permanently relocate from the Development.
- 14.3 Provided the above requirements are met, the Stipend shall be paid to the Eligible Household at the time of closing. If, for any reason, the closing does not take place and/or the purchase of the home is not completed, the Stipend shall not be tendered and the Eligible Household shall regain the right to relocate back to the Development.
- 14.4 To participate in the Demonstration Disposition Home Ownership Assistance Program, the Eligible Household must meet the requirements set forth in Section 14.2 above and execute a Demonstration Disposition Home Ownership Assistance Agreement not later than the following dates:
- |   |                  |
|---|------------------|
| Grove Hall; Fieldstone; Franklin Park;<br>Grant Manor; Roxse Homes;<br>Sonoma, Maple, Schuyler;<br>Theroch; Washington Heights; | February 1, 1997 |
| Geneva and Camfield Gardens:  | April 1, 1997    |
- 14.5 In the event relocation from the Development is required prior to closing, the Eligible Household shall be temporarily relocated to a CRU as otherwise provided under this Policy. Relocation services shall be provided and expenses paid as set forth in Section 16.



15. Rehousing and Return Relocation

- 15.1 Upon completion of rehabilitation or reconstruction, the Eligible Household will be offered a dwelling unit that meets all applicable occupancy standards within the Development from which it was relocated. Residents will be offered their original unit if 1) the unit still exists, 2) it is appropriately sized for their household, and is not otherwise designated as an accessible unit. If the original unit does not exist, is not appropriately sized, or has been designated as an accessible unit for which a household does not qualify, the household will be offered an appropriately sized unit within the Development (i.e. if the household is overhoused, it must be rehoused in a smaller unit within the Development, and if the household is underhoused, it must be rehoused in a larger unit within the Development). In the event that an appropriately sized unit is not available within the Development for an underhoused household, the household will have the option of re-occupying their original unit or another unit in the Development and remaining underhoused, or being rehoused in an appropriately sized unit at another development in the Demonstration Disposition program. Rehousing of underhoused households within the Development shall be subject to HUD Section 8 guidelines, sanitary code restrictions and approval of the Resident Association for the Development.
- 15.2 At least thirty (30) days prior to return relocation, the resident shall be given a Notice of Return Relocation which shall (i) state the date of the return relocation and (ii) identify the development and unit address to which the resident will be returned.
- 15.3 Prior to execution of a lease for the rehousing unit, the household shall complete HUD Form HUD-50059 (Certification and Recertification of Resident Eligibility). The certification will be completed for the purpose of determining the resident's rental payment. No Eligible Household shall be barred from returning to its original Development on account of the Household's income.
- 15.4 Upon occupancy of the rehousing unit, the head of household shall execute a new lease for the unit. Rent for the rehousing unit will be set in accordance with established Fair Market Rents for the Boston metropolitan area. Any returning household whose income is less than 80% of the Boston median income shall be eligible for project-based Section 8 rental assistance in an amount determined pursuant to HUD regulations and the income certification completed pursuant to Section 15.3 above.
- 15.5 The Temporary Occupancy Agreement will be terminated upon return relocation of the household. A household may not remain in a CRU located within a Development following completion of rehabilitation or relocation without the prior



written consent of MHFA. Nothing in this policy, however, shall restrict a household that is occupying a CRU located outside of a Development from negotiating and executing a lease for that unit, provided that relocation benefits, including rental assistance and rehousing opportunities, shall terminate upon execution of a new lease or the date of return relocation established by the relocation contractor, whichever occurs first.

16. Relocation Services and Expenses

- 16.1 MHFA, through its relocation contractor, shall provide packing materials to Eligible Households and shall move the Household's belongings to and from the CRU. If a household member requires packing and moving assistance because of a disability, the relocation contractor will provide all necessary assistance. Reasonable documentation of need for such assistance may be required by the relocation contractor. All moving expenses shall be paid directly by HUD provided that moving is completed by the relocation contractor. Unless otherwise authorized in advance by MHFA, moving expenses incurred by residents to third-party movers will not be reimbursed.
- 16.2 Any additional fees and expenses related to relocation, including phone, cable TV and utility termination, transfer, and installation charges, shall be paid directly by the relocation contractor to the service provider. Reimbursement to an Eligible Household by the relocation contractor for out-of-pocket expenses may be authorized by MHFA provided the expense is reasonable and consistent with the approved Relocation Plan.
- 16.3 Relocation services and/or reimbursement for additional expenses shall not be provided to non-Eligible Households or occupants, including those evicted from original or CRUs.

17. Lost or Damaged Property

The relocation contractor shall be responsible for any property lost or damaged during relocation, except for property that is lost or damaged solely through the negligence of the Eligible Household, and shall assist the residents in promptly identifying any missing or broken items and filing all necessary claim forms. The relocation contractor shall further be responsible for the timely resolution and payment of such claims.



18. Appeal

If a resident or household disagrees with a determination made by MHFA or its relocation contractor(s) pursuant to this Relocation/Rehousing Policy, the person may file a written appeal of that decision to the MHFA Senior Asset Management Officer. The relocation contractor shall provide translation services, if necessary, for filing an appeal. A person with a disability who requires a different format (phone, tape, braille, etc.) may file and pursue an appeal in that format. The relocation contractor will provide sign language interpretation if necessary.

19. Effective Date

This Relocation/Rehousing Policy shall be effective as of July 1, 1996.







## **EXHIBIT I**

### **ECONOMIC DEVELOPMENT CONTRIBUTION**



## ECONOMIC DEVELOPMENT CONTRIBUTION

Through the completion of the Project, as part of the Demonstration Disposition Program, the Applicant will make a significant economic development contribution to the City.

*1. Goal IV of the Program Goals, which is to create economic opportunity in the impacted communities, is as follows:*

“Create economic opportunity in the community in which the Developments are located through the utilization of businesses with past and future commitments to that community in 80% of all controllable expenditures and through the employment of residents from that community whenever possible.”

In furtherance of Goal IV, the Applicant will select the general contractor for the Project, in part, through an evaluation of bidders' past and future commitments to the community. Specifically, the Applicant will award points to bidders who demonstrate both a prior and proposed commitment to the demonstration disposition community. For the purposes of the Program and this Project, that community is defined as “Linkage Areas I and II,” which include Roxbury, North Dorchester, Mattapan, and parts of both Jamaica Plain and the South End. Linkage Areas I and II are more specifically defined to include all property addresses within the following Boston Zip Codes: 02115, 02116, 02118, 02119, 02120, 02121, 02122, 02124, 02125, 02126 and 02130.

a. Prior Commitment

Points will be awarded to bidders on the basis of: (i) location of bidder within Linkage Area I or II, and (ii) utilization by bidder over the past three years of subcontractors and suppliers with a place of business in Linkage Area I or II.

b. Proposed Commitment

Points will be awarded to bidders on the basis of:

(i) the proposed employment and training of residents living within Linkage Areas I and II. In order to receive points, a bidder must commit to employ at least ten percent (10%) of its workforce (including subcontractor employees) as measured by workforce hours, from Linkage Areas I and II. A bidder must commit to further provide preference in hiring to qualified residents from the Project, and

(ii) the proposed use of subcontractors and suppliers with a place of business within Linkage Area I and II.



Goals for hiring residents and utilizing subcontractors and suppliers from the Linkage Area will be established by the Applicant based upon the percentages included in the winning bid.

2. *Goal V of the Program Goals, which is to remedy discrimination against minority business enterprises, is as follows:*

“Provide equal opportunity to minority business enterprises (“MBEs”) by remedying public and private sector discrimination and their continuing effects through various measures including outreach to, and the provision of technical assistance for, MBEs in order to achieve 30% MBE participation in all controllable expenditures.”

In furtherance of this Goal, the Applicant will award points as part of the contractor bidding process for the Project to bidders who are MBE’s.

In addition, the Applicant will require the general contractor and its subcontractors, as a goal, to utilize MBEs in thirty percent (30%) of all controllable expenditures. The Applicant has further established a ten percent (10%) utilization goal for Woman Business Enterprises (WBEs).

3. *Minority and Woman Workforce Hiring Goals*

The Applicant will require the general contractor and its subcontractors to maintain:

1. A minority hiring percentage goal of thirty percent (30%); and
2. A woman hiring percentage goal of fifteen percent (15%).

The above hiring goals represent the ratio of minority and woman employee work hours to total employee work hours in each job or position. The goals may be modified or waived if, upon application by the general contractor, the Applicant determines that the general contractor or its subcontractors are located in and hire from areas in which the availability of minority or women employees fails to support such a goal.

4. *Contractual Requirements*

Pursuant to an Equal Opportunity/Affirmative Action Contract for Construction, which shall be made part of the Contract for Construction, the general contractor and its subcontractors shall be required to use their best efforts to meet the above goals. The Applicant’s Equal Opportunity Division shall monitor compliance with these goals. Failure by the general contractor to use best efforts may result in liquidated damages or contract termination.









